BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING AGENDA
March 3, 2026 at 6:00 PM
Edward J. Butler Governmental Complex
9-B East Jefferson Street
Quincy, Florida

AGENDA

1. Call to Order

2. Invocation

3. Pledge of Allegiance

4. Amendments to the Agenda

Request to **ADD** under **Awards, Presentations, and Appearances:**

Item 6.a Award to Crossroad Academy Basketball Team

Item 6.b Award to Greater Bethel Missionary Baptist Church

Item 6.c Update on Boys & Girls Club

Request to **ADD** under **General Business:**

Item 11.f Approval of FDOT Grant Application/Resolution

Item 11.g Approval of Purchase Order for Debris Removal from Clark Pitt

Item 11.h Approval of Lease Amendment No. 9 with U.S. Department of Agriculture to extend the lease on the Quincy Service Center (AG Building)

Request to **PULL** under **General Business:**

Item 11.c Approval of RFQ 26-08 Professional CMAR Services for the Old Courthouse Renovations

5. Approval of Agenda.

6. Awards, Presentations and Appearances

6.a Award to Crossroad Academy Basketball Team
(Gadsden County Board of County Commissioners)

6.b Award to Greater Bethel Missionary Baptist Church
(Gadsden County Board of County Commissioners)

6.c
Update on Boys & Girls Club

(Hammond Design Group)

7. Consent

7.a
Ratification Memo

(Clerk of Court)

7.a Agenda Item Ratification Memo.pdf

7.b
BOCC Meeting/Workshop Minutes:

1. February 17, 2026, Regular BOCC Meeting

8. Items Pulled for Discussion

9. Citizens Requesting to be Heard on Non-Agenda Items (3-Minute Limit)

The Gadsden County Board of County Commissioners welcomes and encourages public participation at all meetings of the Board. Citizens are free to speak for up to three (3) minutes on non-agenda items. Public comments and participation are also encouraged for items on the agenda.

Additionally, if you are unable to attend a meeting in person, comments from the Public can also be submitted via email to CitizensToBeHeard@gadsdencountyfl.gov until noon on the date of the meeting. Comments submitted after the deadline, but prior to the meeting, will be added to the official record, but the County cannot guarantee that Commissioners and staff will have adequate time to review comments prior to the meeting.

Citizens are further encouraged to participate on the County's website at www.gadsdencountyfl.gov.

10. Public Hearing

11. General Business

11.a
Approval of Change Order # 1 for Cane Creek Road Bridge Culvert Repair

(Reginald James, Interim County Administrator/Curtis Young, Public Works Director)

11.a Agenda Item Can Creek Rd Bridge.pdf

11.b
Approval of Grant Agreement between Gadsden County and the Florida Department of Commerce for Community Planning Technical Assistance funding

(Reginald James, Interim County Administrator/Lashun Mitchell, Grants Coordinator/T.J Lewis, Economic Development Director)

11.b Agenda Item Commerce Planning Tech Assist.pdf

11.c
Approval of RFQ 26-08 Professional CMAR Services for the Old Courthouse Renovations

(Reginald James, Interim County Administrator/Rose Raynak, Finance Director)

11.c Agenda Item CMAR Services.pdf

11.d
Approval of Budget Amendment for FY2026

(Reginald James, Interim County Administrator/Trudei Porter, Finance Director)
11.d Agenda Item Budget Amendment.pdf

11.e Approval to post ITB 26-07 for Construction of Emergency Management Services (EMS)-Quincy Facility

(Reginald James, Interim County Administrator/Dewayne Ford, EMS Chief)

11.e Agenda Item Construction of EMS Quincy Facility.pdf

11.f
Approval of FDOT Grant Application/Resolution

(Reginald James, Interim County Administrator/Curtis Young, Public Works Director)

11.f Agenda Item Res FDOT SCRAP SCOP B-SCOP CIGP.pdf

11.g
Approval of Purchase Order for Debris Removal from Clark Pitt

(Reginald James, Interim County Administrator/Curtis Young, Public Works Director)

11.g Agenda Item Task Order Debris Removal.pdf

11.h
Approval of Lease Amendment No. 9 with U.S. Department of Agriculture to extend the lease on the Quincy Service Center (AG Building)(Reginald James, Interim County Administrator/ Louis Baptiste, Interim County Attorney/Robbie Jones, Extension Services Director)

11.h Agenda Item USDA Quincy Service Center.pdf

12. Clerk of Court

Updates
(Nicholas Thomas, Clerk of Court)

13. County Attorney

Updates
(Louis J. Baptiste, Interim County Attorney)

14. County Administrator

Updates
(Reginald James, Interim County Administrator)

15. Discussion Items by Commissioners

15.a. Commissioner Shawn Wood, District 3
15.b. Commissioner Ronterious Green, District 5
15.c. Commissioner Alonzetta Simpkins, District 2
15.d. Commissioner Brenda A. Holt, District 4
15.e. Commissioner Eric F. Hinson, District 1

16. Motion to Adjourn

17. Receipt and File

Nicholas Thomas
Gadsden County, Florida

Clerk of the Circuit Court

Clerk of the County Court

Clerk to the Board of County Commissioners
County Recorder
County Auditor

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: NICHOLAS THOMAS, CLERK

RE: RATIFICATION OF APPROVAL TO PAY COUNTY BILLS

DATE: February 25, 2026

Please ratify your approval for the payment of County bills as reflected in the warrant vouchers listed below:

Accounts Payable Dated: February 11, February 13, February 16, February 18, February 20

Payroll Dated: February 19

Ph. (850) 875-8601
FAX (850) 875-8612

Website: www.gadsdenclerk.com
Email: clerkofcourt@gadsdenclerk.com

P.O. Box 1649
Quincy, FL 32353-1649

Board of County Commissioners
Agenda Request

Date of Meeting: **March 3, 2026**

Date Submitted: **February 13, 2026**

To: Honorable Chairman and Members of the Board

From: **Reginald James, Interim County Administrator**
Curtis Young, Public Works Director

Subject: **Approval of Change Order #1 for Cane Creek Road Bridge Culvert Repair**

Statement of Issue:

This agenda item seeks Board approval for Cane Creek Road Bridge – Change Order 01 to make the necessary adjustments for the additional needs due to the design issue and time delay.

Background:

The proposed project is for the repair to CANE CREEK ROAD OVER CANE CREEK BRIDGE NO. 504020. Scope of services will include construction and CEI for repair and rehabilitation that consist of constructing and inserting steel liners in the existing culverts, adding steel reinforcement, filling the voids with grout, and repairing concrete spalls on the culvert end walls. All work will be completed within the existing right of way.

Analysis:

The original template design and dimensions was discovered to be a conflict to proceed as previously planned for the proposed bridge repair. The contractor has provided an alternative for review and approval to complete the bridge repair. Upon discovery the template could not be installed due to field conditions and dimensional conflicts within the existing CMP which caused delays. To resolve the design issue and avoid further impact to the County the contractor Titan Construction performed additional engineering and redesign of the template, refabricated and re-tested the template, and conducted additional fit verification to confirm constructability at no additional cost to the County.

The redesigned template is confirmed and accepted, and the steel liner material was ordered on January 26, 2026. The production delay for design resolution and fabrication has caused a substantial need to revise the substantial completion date. The change order is to request an

additional 140-calendar days non-compensable time extension to the contract time. This would revise the substantial competition date to June 16, 2026. Change order No. 1 will address the design issue and the fabrication lead time for the necessary corrections.

Fiscal Impact:

The project will be funded by FDOT BSCOP agreement. This project will have no fiscal impact on the County.

Options:

1. Approve Change Order Number 1 for Titan Civil Construction, LLC contract and authorize the Chairman to sign.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1

Attachment(s):

1. Change Order with Supporting documents

Titan Construction Management LLC

1787 S. Pinellas Ave., Suite 600, Tarpon Springs, FL 34689 (727) 330-2729 itirikos@titancivilconstruction.com

January 29, 2026

Bowden Howell, Engineer Intern
Alday-Howell Engineering, Inc.
3017 Highway 71 North
Marianna, FL 32446
www.aldayhowell.com
Office: 850.526.2040
Cell: 850.557.0594

PROJ NO. 25-03
CR 274 Cane Creek Rd-Bridge Culvert
Contract Time Extension

Titan Construction Management, LLC respectfully submits this formal request for a contract time extension for the above-referenced project.

Project Background and Contract Time

- Contract Effective Date: August 11, 2025
- Notice to Proceed (NTP): October 24, 2025
- Contract Time to Substantial Completion: 95 calendar days
- Original Substantial Completion Date: January 27, 2026

Design Issue and Resulting Delay

On October 27, 2025, during the initial template fit up, it was discovered that the template geometry provided in the Contract Documents could not be installed as designed due to field conditions and dimensional conflicts within the existing CMP. This constituted a design inaccuracy in the Contract Documents that prevented the work from proceeding as originally planned.

To resolve this issue and avoid further impact to the County, Titan:

- Performed additional engineering and redesign of the template
- Re-fabricated and re-tested the template
- Conducted additional fit verification to confirm constructability

All of this work was performed at no additional cost to the County and in good faith to resolve a design issue beyond the Contractor's control.

The redesigned template fitment was finally confirmed and accepted, and the steel liner material was ordered on January 26, 2026.

Time Impact Calculation

The period during which the project's critical path work was blocked by the design issue is:

- October 27, 2025, through January 26, 2026, = approximately 91 calendar days

During this period, fabrication of the liners could not proceed because the template geometry was not finalized.

Following final confirmation of the corrected template, the manufacturer advised an estimated seven (7) week (approximately 49 day) fabrication and delivery period, placing delivery at approximately March 16, 2026.

This fabrication period is also an unavoidable consequence of the original design issue, as the materials could not be ordered until the corrected template was finalized.

Accordingly, the total theoretical critical path impact associated with the design issue and subsequent fabrication is approximately:

- 91 days (design resolution period) + 49 days (fabrication) = 140 calendar days

Reasonableness of Requested Extension

Titan is not seeking its full theoretical entitlement. Despite the magnitude of the delay, Titan has worked diligently and efficiently to mitigate impacts wherever possible and to advance the project at no additional cost to the County.

Instead, Titan is requesting a conservative and reasonable non-compensable time extension sufficient to account for the remaining fabrication, delivery, installation, and completion of the work.

Requested Time Extension

Titan respectfully requests a 140-calendar day non-compensable time extension to the Contract Time.

This would revise the Substantial Completion Date from:

January 27, 2026, to June 16, 2026

This request is directly attributable to a design issue in the Contract Documents and the unavoidable fabrication lead time that resulted from correcting that issue.

Closing

We appreciate the County's cooperation and recognition that this delay was caused by a design issue beyond the Contractor's control, and we further appreciate the County's willingness to work collaboratively toward completion of this project.

Please let us know if any additional documentation is needed to support this request.

Sincerely,

Christopher M. Stamas
President
Titan Civil Construction
1787 S. Pinellas Ave., Suite 600
Tarpon Springs, FL 34689
Cell: (727)243-0020 Direct: (727)234-4972
Email: cstamas@titancivilconstruction.com
Web: www.titancivilconstruction.com

TITAN
CIVIL CONSTRUCTION

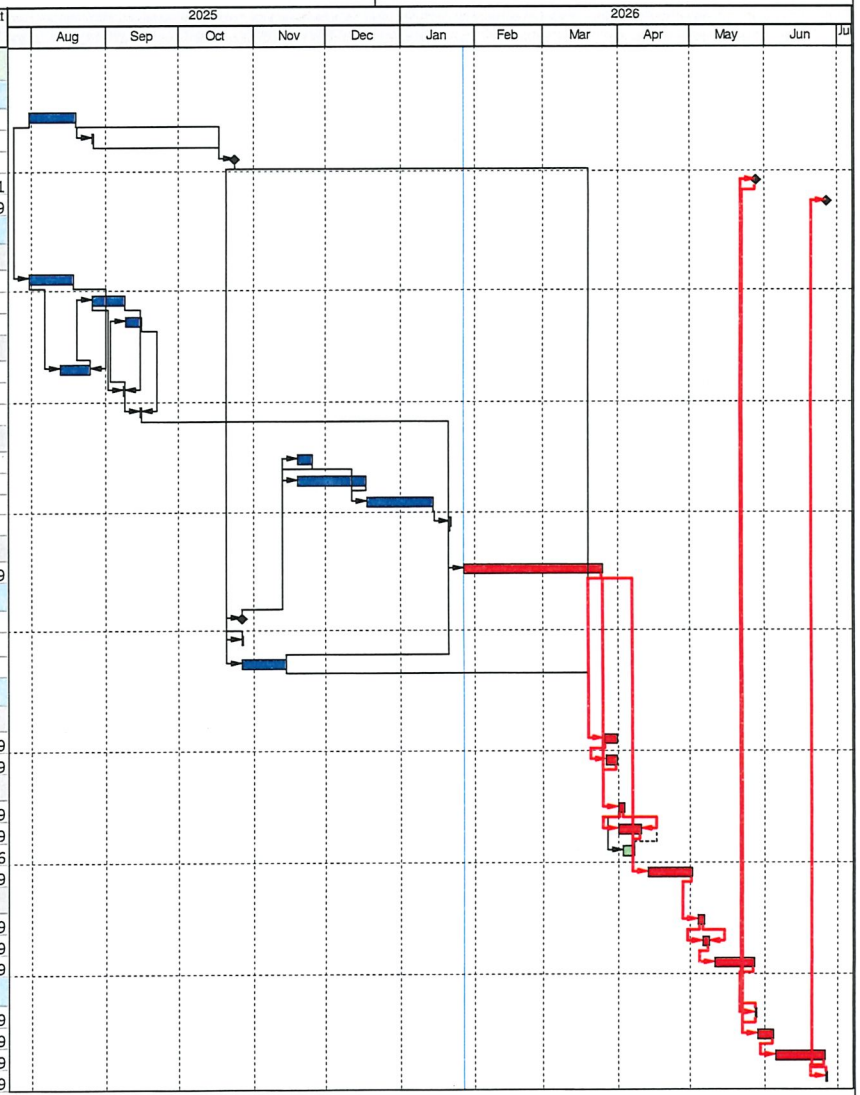
Proj File ID: GC2503-B1DU01

Titan Civil Construction

Gadsden County - CR274 Cane Creek Bridge 504020 Culvert Repair - Clean Fit - Update 1

Run Date: 02-02-26 10:33
Date Date: 01-27-26
Forecast Completion Date: 06-26-26

Activity ID	Activity Name	A Ty	Cal ID	Orig Dur	Actual Start	Actual Finish	Start	Finish	Total Float
Gadsden County - CR274 Cane Creek Bridge 504020 Culvert Repair - Clean & Fit - Update 1									
Milestones									
CE	Contract Execution		7D	20	07-31-25	08-19-25	07-31-25 A	08-19-25 A	
PC	Pre-Construction Meeting		5D	1	08-26-25	08-26-25	08-26-25 A	08-26-25 A	
NTP	Notice to Proceed / Commencement		7D	0	10-24-25		10-24-25 A		
SC	Substantial Completion Milestones		7D	0				05-28-26*	-141
FC	Final Completion Milestones		7D	0				06-26-26	-139
Administrative									
Submittals									
S-10A	Submit - Arch Liner Design & Load Calc		5D	13	07-31-25	08-18-25	07-31-25 A	08-18-25 A	
S-10B	Re-Submit 1 - Arch Liner Design & Load Calc		5D	8	08-26-25	09-08-25	08-26-25 A	09-08-25 A	
S-10C	Re-Submit 2 - Arch Liner Design & Load Calc		5D	5	09-09-25	09-15-25	09-09-25 A	09-15-25 A	
Review & Approval									
A-10A	R&A - Arch Liner Design & Calc, amend resub		7D	13	08-13-25	08-25-25	08-13-25 A	08-25-25 A	
A-10B	R&A - Arch Liner Design & Calc, amend resub		7D	1	09-08-25	09-08-25	09-08-25 A	09-08-25 A	
A-10C	R&A - Arch Liner Design & Calc, amend resub		7D	1	09-15-25	09-15-25	09-15-25 A	09-15-25 A	
Re-Design									
A1030	Engineer, Re-design Template		5D	5	11-19-25	11-25-25	11-19-25 A	11-25-25 A	
A1060	R&A Re-design		5D	20	11-19-25	12-17-25	11-19-25 A	12-17-25 A	
A1040	Re-Fabricate, Re-Test Template		5D	10	12-18-25	01-14-26	12-18-25 A	01-14-26 A	
A1050	Conduct Additional Fit Verification		5D	1	01-21-26	01-21-26	01-21-26 A	01-21-26 A	
Fabrication & Delivery									
F-10	F&D - Arch Liner		5D	42			01-27-26	03-25-26	-99
Preliminary Work									
A1010	Field Condition / Dimensional Conflict		5D	0	10-27-25		10-27-25 A		
A1020	Initial Template Fit-up		5D	1	10-27-25	10-27-25	10-27-25 A	10-27-25 A	
A1000	Clean & Fit		5D	5	10-27-25	11-14-25	10-27-25 A	11-14-25 A	
Construction									
Prep									
C-10	Mobilization		5D	4			03-26-26	03-31-26	-99
C-20	BMP Installation		5D	3			03-27-26	03-31-26	-99
Step 1									
C-30	Cofferdam Isolation		5D	3			04-01-26	04-03-26	-99
C-50	Concrete Restoration		5D	8			04-01-26	04-10-26	-99
C-40	Clearing and Grubbing		5D	3			04-03-26	04-07-26	-96
C-60	Install Steel Liner # 1 & 2		5D	15			04-13-26	05-01-26	-99
Step 2									
C-70	Cofferdam Isolation		5D	3			05-04-26	05-06-26	-99
C-80	Concrete Restoration		5D	3			05-06-26	05-08-26	-99
C-90	Install Steel Liner # 3		5D	12			05-11-26	05-27-26	-99
Close Out									
NOTE	Notice - Construction Complete		5D	1			05-28-26	05-28-26	-99
CNTY	County Insp, Issues Punch List		5D	5			05-29-26	06-04-26	-99
PL	Punch List Resolution		5D	15			06-05-26	06-25-26	-99
FIA	Final Inspection & Acceptance		5D	1			06-26-26	06-26-26	-99



EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1

Date of Issuance: 2/2/2025
Effective Date: 2/17/2026

Owner: Gadsden County
Owner's Contract No.: N/A

Contractor: Titan Civil Construction LLC
Contractor's Project No.: N/A

Engineer: Alday-Howell Engineering, Inc. (CEI)
FPID No.: 453007-2-54-01

Project: CR 274 (Cane Creek Road) – Over Cane Creek – Bridge Culvert Repair
Contract Name: CR 274 (Cane Creek Road) – Over Cane Creek – Bridge Culvert Repair

The Contract is modified as follows upon execution of this Change Order:

Description: The addition of 140 calendar days to allow the contractor sufficient time to complete the work per the plans. This change order comes in response to unforeseen setbacks in the construction process that were out of the contractor's control.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,345,253.95	Original Contract Times: Substantial Completion: 95 Ready for Final Payment: 110 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $ N/A	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 1,345,253.95	Contract Times prior to this Change Order: Substantial Completion: 95 Ready for Final Payment: 110 days or dates
[Increase] [Decrease] of this Change Order: $ N/A	[Increase] [Decrease] of this Change Order: Substantial Completion: 140 Ready for Final Payment: 140 days or dates
Contract Price incorporating this Change Order: $ 1,345,253.95	Contract Times with all approved Change Orders: Substantial Completion: 235 Ready for Final Payment: 250 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: SPE	Title _____	Title President
Date: 2-2-26	Date _____	Date 2/3/26

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

Board of County Commissioners
Agenda Request

Date of Meeting: March 3, 2026

Date Submitted: February 17, 2026

To: Honorable Chairman and Members of the Board

From: LaShun Mitchell, Grants Coordinator
TJ Lewis, Economic Development Director

Subject: Approval of Grant Agreement between Gadsden County and the Florida Department of Commerce for Community Planning Technical Assistance funding.

Statement of Issue:

This item seeks Board approval of the finalized grant agreement between Gadsden County and the Florida Department of Commerce for Community Planning Technical Assistance funding.

Background:

FL Commerce provides funding to local governments through their Community Planning and Technical Assistance program to help communities create innovative plans and development strategies to promote their economy. The funding cycle is 07/01/2025 to 06/30/206.

Analysis:

The total award of $75,000 will fund a Strategic Sites Inventory Study that includes an executive summary, data visualizations, appendices, and maps highlighting key features such as topography, flood zones, and transportation corridors. Upon completion, Gadsden County will receive a suitability report for up to ten (10) competitive sites that can be used for future infrastructure and/or development.

Fiscal Impact:

Execution of this agreement will not result in the County expending funds toward the project's completion.

Options:

1. Approve the agreement for the Community Technical Assistance Planning award.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

A. CPTA Grant Agreement (P0542)

Docusign Envelope ID: D5A1B7AC-4E13-42DE-9266-4CD2E7173AFD

COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and **Gadsden County Board of County Commissioners** ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 1-E:** SERA Access Authorization Form (form provided after execution of this agreement)
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2025 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2026 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to ***Seventy-Five Thousand Dollars and Zero Cents ($75,000.00)*** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/division/aa/vendors. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Section 215.971, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement.

Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are

withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, 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 Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce 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 creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay

could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)*

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of

Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:

   a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.

   b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.

   c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

2. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

   a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

   b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

3. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.

4. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S.,

provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

   https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm

6. Grantee shall submit the final invoice for payment to Commerce no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that and Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Florida Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to

affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes

computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY *(Not applicable)*

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

2. Section 448.095, F.S., requires the following:

   a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

   b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee

that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified

minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.

7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk.

Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. INDEMNIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. LEGAL AUTHORIZATION

The Grantee certifies that it has legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Grantee certifies that the undersigned person has the authority to legally execute and bind the Grantee to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind the Grantee to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

DD. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

EE. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Agreement has a value of $100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

FF. HUMAN TRAFFICKING

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee under penalty of perjury attesting that Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS	
By	_____	By	_____
	Signature		Signature
	J. Alex Kelly		Eric Hinson
Title	Secretary	Title	Chair,Board of County Commissioners
Date	_____	Date	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

GG. CONTACT INFORMATION FOR GRANTEE AND COMMERCE

Grantee's Agreement Manager:

LaShun Mitchell
9 East Jefferson St.
Quincy, Florida 32351
Telephone: 850-875-7831
Facsimile: N/A
grants@gadsdencountyfl.gov

Commerce's Agreement Manager:

Jhazmine Allen
Florida Department of Commerce
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 921-3181
Facsimile: (850) 717-8522
Email: Jhazmine.Allen@commerce.fl.gov

HH. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

~Remainder of this page left intentionally blank; Attachments to follow after signature page~

Attachment 1
SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2111, Chapter 2025-198 Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

2. **PROJECT DESCRIPTION:** The Gadsden County Strategic Sites Inventory Study is a strategic initiative proposed by the Gadsden County Board of County Commissioners' Department of Economic Development, to prepare and position key parcels of land for targeted industrial and manufacturing investment. Through funding from Commerce's Community Planning Technical Assistance (CPTA) Grant, the County aims to produce a comprehensive, data-driven, and action-oriented development plan that identifies, assesses, and prescribes readiness activities for targeted and prioritized economic development sites.

   The project will involve site identification, infrastructure and regulatory assessment, readiness analysis, and the formulation of implementation strategies for site-specific industrial development. This planning process will not only identify land suitable for industrial use but also produce clear pathways toward development-readiness, including estimated timelines, permitting requirements, and infrastructure upgrades. The final product will serve as a cornerstone document for guiding economic growth and attracting business investments across Gadsden County.

3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

   A. **Deliverable 1.** *Project Work Plan and Engagement Strategy Development; Site Inventory and Local Sites Review Workshop;*

      Grantee shall:

      1. Conduct project kickoff meeting with key stakeholders.
      2. Finalize goals, scope, project schedule, and performance metrics. Define the planning methodology and stakeholder engagement approach.
      3. Conduct Strategic Sites Inventory (SSI) Local Sites Review Workshop.
      4. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this agreement, provide a copy of the subcontract or amendment to FloridaCommerce or notify Florida Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 1.

   B. **Deliverable 2.** *Readiness and Feasibility Analysis*

Grantee shall:

1. Conduct a rapid assessment of site advantages and challenges against baseline site readiness criteria.

2. Evaluate each site's suitability based on zoning, ownership, size, and environmental constraints.

3. Assess the sites for competitiveness based on development readiness, and/or impediments.

4. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this agreement, provide a copy of the subcontract or amendment to FloridaCommerce or notify Florida Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 2.

C. Deliverable 3. *Preliminary Gadsden Strategic Sites Inventory Study*

Grantee shall:

1. Conduct detailed desktop study of site development advantages and challenges along, potential environmental, and community factors and known site features.

2. Assess infrastructure availability (utilities, roadways, broadband, transit access).

3. Identify and summarize ten (10) competitive properties for strategic inventory development, considering regulatory and permitting requirements for each priority site.

4. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this agreement, provide a copy of the subcontract or amendment to FloridaCommerce or notify Florida Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 3.

D. Deliverable 4. *Site Plan Engagement and Final Strategic Site Action Plan*

Grantee shall:

1. Produce the final Gadsden Strategic Sites Inventory Study, including an executive summary, data visualizations, and appendices. Plan will include maps that display primary site features such as topography, flood zones, and transportation corridor proximity. Final plan will integrate feedback from any meetings or workshops held during the project.

2. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this agreement, provide a copy of the subcontract or amendment to FloridaCommerce or notify Florida Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 4.

4. **COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work,

Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. *Project Work Plan and Engagement Strategy Development; Site Inventory and Local Sites Review Workshop* Grantee shall create a work plan, work schedule to include a breakdown of project tasks, and a public engagement strategy. Grantee shall conduct a Strategic Sites Inventory (SSI) Local Sites Review Workshop in accordance with Section 3.A . of this Scope of Work: Deliverable due date: **March 31, 2026**	**Completion of Deliverable 1 as evidenced by submission of all of the following:** 1. A Project Work Plan. 2. A finalized work schedule. 3. A breakdown of project tasks. 4. A public engagement strategy. 5. Sign-in sheet, meeting agenda and minutes of Local Sites Review Workshop. 6. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying FloridaCommerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.	$15,500	As provided in Section 12 of this Scope of Work, below.
Deliverable 2. *Readiness and Feasibility Analysis* Grantee shall conduct a detailed study of sites that	**Completion of Deliverable 2 as evidenced by submission of all of the following:**	$25,000	As provided in Section 12 of this Scope of Work, below.

expand on potential highest and best use of the properties, including information on proximity to major transportation corridors, existing utilities, land use specifications, topographical, flood zone, and other mapping as applicable in accordance with Section 3.B. of this Scope of Work: Deliverable due date: **April 30, 2026**	1. A Readiness and Feasibility Analysis, including site-based documentation such as: • Proximity to interstates/highways, airports, seaports, rail spurs • Type(s) of utilities existing on site, utility provider, and potential level of service available • Current zoning, future land use designation, and governing jurisdiction • Topographical and flood zones maps to define developable land on each parcel 2. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying FloridaCommerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.		
Deliverable 3. *Preliminary Gadsden Strategic Sites Inventory Study*	**Completion of Deliverable 3 as evidenced by submission of all of the following:**	**$24,500**	As provided in Section 12 of this Scope of Work, below.

Grantee shall conduct detailed desktop study of site development advantages and challenges along, potential environmental, and community factors and known site features; assess infrastructure availability; identify ten (10) competitive properties for strategic inventory development, considering regulatory and permitting requirements for each priority site applicable in accordance with Section 3.C. of this Scope of Work. Deliverable due date: **May 22, 2026**	1. Preliminary Site Inventory; and Suitability Report for ten (10) competitive sites. 2.Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying FloridaCommerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.		
Deliverable 4. *Site Plan Engagement and Final Strategic Site Action Plan* Grantee shall develop a preliminary site readiness plan informed by highest and best use for each site, tempered against site development challenges; plan will include maps that display primary site features such as topography, flood zones, and transportation corridor proximity. and integrate feedback into the final plan in accordance with Section 3.D. of this Scope of Work. Deliverable due date:	**Completion of Deliverable 4 as evidenced by submission of all of the following:** 1. The finalized Gadsden Strategic Sites Inventory Study, including an executive summary, data visualizations, and appendices. 2. A compilation and summary of public or stakeholder comments. 3. Agendas, minutes, sign-in sheets, and presentation materials from any public or stakeholder meetings. 4. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying FloridaCommerce that no such	**$10,000**	As provided in Section 12 of this Scope of Work, below.

May 29, 2026	subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 4. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.		
			Total Amount Not to Exceed $75,000

6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts,** of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to Commerce's Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.

8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each

deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

10. INVOICE SUBMITTAL AND PAYMENT.

A. Commerce agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

B. Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by** Commerce **to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**

C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

1. Grantee's name and address;
2. Grantee's federal employer identification number;
3. the Agreement number;
4. the Grantee's invoice number;
5. an invoice date;
6. the dates of service;
7. the deliverable number;
8. a description of the deliverable;
9. a statement that the deliverable has been completed; and
10. the amount being requested.

D. Grantee shall submit a **final invoice** no later than Sixty (***60)*** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.

E. **Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:

1. **For Work Performed by a Subcontractor:**
   a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;

b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. **For Work Performed by Grantee's Employees:**
   a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
   b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
      i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
      ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
   c. Invoices or receipts for other direct costs.
   d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

G. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
   1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
   2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE. Grantee shall submit all deliverables to the Commerce CPTA Deliverables email at CPTADeliverables@commerce.fl.gov and Commerce's Agreement Manager or upload the deliverable documents into Commerce's SERA system for review. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion

whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10-business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

12. FINANCIAL CONSEQUENCES.

A. Financial consequences of $50 a business day up to a maximum amount of $500 shall be imposed in each of the following circumstances:

1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.

2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.

B. Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to Commerce for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to Commerce under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable for Commerce review and comment is required under Section 3 or Section 5 of this Scope of Work, above, Commerce shall

provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address Commerce's comments.

14. **LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL.** Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of Commerce's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. Commerce's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on Commerce in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by Commerce based on comments by Commerce or other reviewing agencies. Documents submitted to Commerce for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to Commerce for payment.

15. **EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

    A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);

    B. A request for an extension of time received by Commerce's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;

    C. If requested by Commerce's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and

    D. Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

    This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. **ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement,

Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from Commerce for the work described in this Scope of Work.

17. **NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

18. **GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:

    A. Stop work under this Agreement on the date and to the extent specified in the notice;

    B. Complete performance of such part of the work as shall not have been terminated by Commerce;

    C. Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and

    D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. **CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

~Remainder of Page Intentionally Left Blank~

Attachment 1-A – Invoice: Grantee's Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE'S NAME: _____ INVOICE NO.: _____
FEIN: _____ INVOICE DATE: _____

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paola Muir
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services	$___
TOTAL	$___

Docusign Envelope ID: D5A1B7AC-4E13-42DE-9266-4CD2E7173AFD

Attachment 1-B – Invoice: Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ INVOICE NO.: _____
FEIN: _____ INVOICE DATE: _____

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paola Muir
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $___ $___ $___ $___ $___
TOTAL	$___

Attachment 1-C – Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ INVOICE NO.: _____
FEIN: _____ INVOICE DATE: _____

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paola Muir
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $___ $___ $___ $___ $___ $___
TOTAL	$___

Attachment 1-D – Grant Agreement Final Closeout Form

Ron DeSantis
GOVERNOR

GRANT AGREEMENT FINAL CLOSEOUT FORM

J. Alex Kelly
SECRETARY

FLAIR Contract ID:	_____		
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

- There was no recipient income earned under this contract.
- The following recipient income was earned under this contract.

Description of Recipient Income

Source	Amount	Expended	Balance
Total Program Income	$0.00	$0.00	$0.00

Section C: Property Inventory Certification

- No tangible property was purchased in the contract period.
- All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of $1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

Description of Property Inventory

Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	Signature: _____
Title: _____	Date Signed: _____

Section E: COMMERCE Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	Signature: _____

Docusign Envelope ID: D5A1B7AC-4E13-42DE-9266-4CD2E7173AFD

Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form

Attachment 1-E will be provided after execution of this Agreement

Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state

financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred): Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Florida Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Florida Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **FLORIDA DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - $75,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

~Remainder of Page Intentionally Left Blank~

ATTACHMENT 3
Audit Compliance Certification

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

Board of County Commissioners
Agenda Request

Date of Meeting: March 3, 2026

Date Submitted: February 19, 2026

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Kassandra McGlonn, Director of Operations, Grants Manager

Subject: Approval of RFQ 26-08 Professional CMAR Services for the Old Courthouse Renovations

---

Statement of Issue:

This agenda item seeks Board approval to issue RFQ 26-08 Professional CMAR Services for the Old Courthouse Renovations. Approval of this item will allow the Bid to be advertised and posted for qualified respondents.

Background:

This project is funded through the Florida Department of State, Division of Historical Resources. This division collaborates with local government to provide resources for preservation of historical sites. The Gadsden County Courthouse is one such site being in its current existence since 1912. The project was awarded in four phases, and we are requesting to bid for phase two.

Analysis:

The $500,000 funded grant project will have a significant impact in continuing an economically healthy downtown. Historic restoration and revitalization safeguards existing investments, attracts new investments and partnerships, as well as create and maintain community pride.

Fiscal Impact:

There is no fiscal impact associated with this agenda item; however, the grant operates on a cost-reimbursement basis.

Options:

1. Approve staff to issue RFQ 26-09 For Qualified Environmental Professional for the Brownfield Assessment Grant

2. Do not approve
3. Board direction.

County Administrator's Recommendation:
Option 1.

Attachments:
Materials to be Provided

Gadsden County
Board of County Commissioners

REQUEST FOR QUALIFICATIONS (RFQ) for PROFESSIONAL CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR THE PROJECT MANAGEMENT OF THE OLD COURTHOUSE RENOVATION 2ND PHASE
(short title: CMAR – Courthouse-Phase 2)

RFQ Number: 2026-08

The project is funded through Florida Department of State, Division of Historical Resources through a Special Category Grant by the Division through the 2025 General Appropriations Act, line Item 3234 to restore and renovate the historic Gadsden County Courthouse in Quincy, FL Program Grant Number 25.h.sc.100.009

https://www.gadsdencountyfl.gov/home
Bids & RFPs | Gadsden County, FL (gadsdencountyfl.gov)

- **Gadsden County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.**
- **Gadsden County is an Equal Opportunity Employer**
- **MBE/WBE businesses are encouraged to participate.**
- **Gadsden County strictly enforces open and fair competition.**

ADA - Special Accommodations: Any person requiring accommodation by the County due to a disability should call the Purchasing Office at 850-875-7243 or 850-627-4053 at least five (5) business days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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INTENT AND GENERAL INFORMATION

SECTION 1: SCHEDULE OF EVENTS AND QUESTIONS

SECTION 2: CONE OF SILENCE

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SECTION 5: PROPOSAL RECEIPT AND OPENING

SECTION 6: EVALUATION OF PROPOSALS AND SELECTION PROCESS

SECTION 7: INTENT TO AWARD AND CONTRACT EXECUTION

SECTION 8: STANDARD TERMS AND CONDITIONS (STAC)

APPENDIX

A. Draft Contract

ATTACHMENTS (AS SEPARATE DOCUMENT)

1. Instructions to Proposers and Proposal Construction

NOT ATTACHED BUT INCORPORATED BY REFERENCE

The following documents are not attached but are hereby incorporated by reference and available upon request per the RFQ Sections 1.0, 3.0, and 8.5.

1. Design Plans
2. Department of State, Division of Historical Resources Grant Agreement 25.h.sc.100.009

INTENT AND GENERAL INFORMATION 25.h.sc.100.009

In accordance with section 287.055, Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA), the Gadsden County, Florida, Board of County Commissioners (the "County") Request for Qualifications (RFQ) 26-08 is seeking Proposals from qualifying consulting firms (the "Proposer") to provide professional Construction Manager at Risk (CMAR) services for the Old Courthouse Renovations and Restoration in Quincy, Florida.

The project is funded with State of Florida legislative dollars through General Appropriation line 3234 in the 2025 General Appropriations Act through the Florida Department of State, Division of Historical Resources between the County and Florida Department of State (DOS) and is subject to state provisions.

- Section 267.0517, Florida Statutes
- Section 165 of Chapter 2022-156, Laws of Florida

Interested firms and individuals who are currently under contract with Gadsden County under previously issued solicitations, and who are interested in this Project must submit a Proposal at this time.

A Proposer interested in preparing a response for this RFQ must complete the requirements set forth in this RFQ, its attached documents and documents incorporated by reference, and any addendum issued by the County, (collectively referred to as the "RFQ"). Under the proposal process of Gadsden County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting (re: RFQ Attachment 2: Form 1) its Proposal to the County in response to this RFQ.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and documents and hereby determining the best methods that will be utilized to meet the intent of the RFQ. Failure by the Proposer to acquaint themselves with the RFQ and available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine all documents, requirements, specifications, and all instructions pertaining to the required Work. Failure to do so will be at the Proposer's own risk.

The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response to any inquiry an offer to contract with any Proposer. Pursuant to Section 119.07, Florida Statutes, all responses are subject to Florida's public record laws, unless exempt as provided in Chapter 119, Florida Statutes.

While every effort is made to ensure the accuracy and completeness of information in this RFQ, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFQ. It is the responsibility of the Proposer to include in their Proposal all pertinent information in accordance with this RFQ.

SECTION 1.0 SCHEDULE OF EVENTS AND QUESTIONS:

Failure to comply with this or any other paragraph of this RFQ shall be sufficient reason for rejection of the Proposal.

All times listed in the Schedule of Events for this RFQ are Eastern Standard Time (EST).

Event	Date
Advertisement Date	TBD
Release Date	TBD
Questions Due from Prospective Proposers	TBD
Responses to Questions Due	TBD
PROPOSALS DUE	TBD
PROPOSAL OPENING	TBD
Oral Presentations/Interviews	TBD
Board Approval of Intended Award	TBD
Posting of Intended Award	TBD
Board Approval of Award	TBD
Posting of Award	TBD

1.1.1 All inquiries and questions concerning this RFQ must be in writing (e-mail is acceptable) in accordance with this RFQ, Section 1.0 and Section 8.5.

1.2 Questions and responses will be posted on the County's Website at https://www.gadsdencountyfl.gov/business/find-a-document/documents/bids-rfps and, if necessary, an Addendum or Addenda issued in accordance with this RFQ Section 8.2.

1.3 It is the responsibility of the Proposer to monitor the County's website to determine if any postings have occurred regarding this RFQ, as provided in section 1.2, above and section 8.2. The failure of the Proposer to address the posting may be a basis to determine that the Proposer is non-responsive to this RFQ.

1.4 Respondents will be notified of the County's desire to enter additional discussions and/or schedule oral presentations, if applicable. The Schedule of Events will be amended as appropriate to reflect such.

SECTION 2.0 CONE OF SILENCE

2.1 A Cone of Silence will be in effect for this RFQ beginning with the advertisement date

indicated in Section 1, Schedule of Events, and will terminate upon issuance of a Notice of Award. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the County Administrator with approval from the Board of County Commissioners and may subject the potential Proposer/Contractor or representative to debarment.

2.2 The prospective Proposer shall not have any communication with any County Commissioners, County employees, or the Design Professional related to this RFQ.

2.3 No interpretation of the meaning of the plans, specifications or this RFQ shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect. All requests for interpretations or clarifications shall be in writing and posted on the County's website, as provided herein.

2.4 The Cone of Silence shall not apply to:

a) Communications at the pre-Proposal meeting, if applicable.
b) Communications during contract negotiations between designated County employees and the intended Proposer.
c) Communication with a Proposer by a Procurement Department employee following the Competitive Procurement opening to clarify the Proposer's Response.
d) Communication following the filing of a challenge to a Competitive Procurement between the protesting Proposer or the selected Proposer and the Procurement Department, County Administrator's Office, and County Attorney's Office concerning the challenge.

SECTION 3.0 SCOPE OF WORK

3.1 PROJECT BACKGROUND

The project is funded from a State of Florida Legislative General Appropriation Line 3234 in the 2025 General Appropriations Act through Florida Department of State, Division of Historical Resources. Funds were awarded to Gadsden County for renovation and restoration of the Gadsden County Courthouse in Quincy, Florida.

A. DESIGN PACKAGE

The signed and sealed design package is in process. Preliminary designs and specifications can be obtained by contacting:

Brian Yarbough
Clemons, Rutherford & Associates (CRA)
PHONE: 850.385.6153
byarbrough@craarchitects.com

Or

Kassandra McGlonn, *DrPH, CHES®*
Director of Grants Administration
Gadsden County Board of County Commissioners
9 - B. East Jefferson Street - Room 106
Quincy, Florida 32351
Office: 850.875.5540 | Cell: 850.743.7037
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B. **ENVIRONMENTAL ASSESSMENT REPORT:**

C. **PROJECT FUNDING AND BUDGET:** This project is funded through the Florida Department of State, Division of Historical Resources, Grant number 25.h.sc.100.009.

The grant construction budget is $500,000.00. The grant agreement may be obtained by contacting the County Purchasing Office as indicated above under the Design Package section and RFQ section 8.5.

There may be times when the County must consult and seek approval of change orders from the funding agency.

Proposer must be registered in System of Award Management (SAM.gov) and be familiar with federal and state regulations as they pertain to construction projects, specifically local government.

The successful Proposer must comply with all grant agreement requirements, hereby incorporated by reference and will be provided upon request per this RFQ Section 8.5, and to assist the County with any needed amendments or clarifications to the agreements.

The successful Proposer may be requested to present the concept and/or final plans at a public meeting (i.e., Board meeting, workshop, special meeting, etc.).

3.2 FEES

Following ranking and selection of the most qualified firm in accordance with Section 287.055, Florida Statues, the top-ranked proposer shall prepare and submit a proposal that includes a Guaranteed Maximum Price (GMP) for the construction portion of the Project as part of the negotiation phase.

No pricing, fees, or GMP amounts shall be submitted, requested, or considered as part of the qualifications-based selection process.

During the preconstruction and negotiation phase, the CMAR shall provide early, progressive, open-book cost modeling, including detailed trade estimates, quantity take-

offs, assumptions, allowances, contingencies, and risk registers, at design milestones established by the County.

The CMAR shall update such cost models as design progresses and shall identify cost drivers, scope gaps, and risk allocations prior to submission of a Guaranteed Maximum Price (GMP).

Submission of a GMP shall be contingent upon the County's review and acceptance of the open-book cost modeling.

3.3 PROJECT TEAM

A. Project Owner and Team: The County is the project owner and the contracting agency. The County team will include, but is not limited to, the County Administrator or their designee, Building Official, Facilities Manager, and the Grant Administrator.

B. Design Team: The Design Professional is responsible for performing all engineering, design, and permit development services on the Project. The Design Professional is Clemons Rutherford and Associates (CRA) selected through a previous solicitation, and the key contact and project architect is Brian Yarbough, Architect.

C. CMAR (i.e., successful Proposer or Contractor): The CMAR Contractor's main objective is to collaborate and actively partner with the Design Professional during the delivery of the project to help achieve the goals established for the project for the successful completion of the project. Provides input to the Design Professional regarding constructability, sequence of construction, and any other ideas that bring value to the project. The CMAR Contractor's technical experience, resources, and approach (means and method) will identify potential risks that can influence cost and schedule and allow the Design Professional to eliminate or mitigate those risks.

D. The successful Proposer will assist staff in developing needed procurement documents and review of bids; work with county staff and work closely with the Design team on all project management and administration through the completion of the Project.

3.4 PROJECT GOALS

The County has selected the CMAR project delivery approach due to the model's ability to address the following Project Goals:

A. Early Contractor Involvement: Harness construction knowledge early in the Project to inform key decisions regarding construction approach, sequencing, early work packages, etc.
B. O & M Coordination: Efficiently and safely construct the Project.
C. Collaboration: Establish and maintain a collaborative environment among the County, Design Professional, and the Contractor for successful project completion.
D. Constructability/Value Engineering Input: Incorporate integrated constructability and

value engineering input provided by Contractor and Design Professional.

E. Quality: Deliver the Project in a manner consistent with the Project design and specifications.
F. Cost: Minimize initial capital and life-cycle costs.
G. Schedule: Achieve completion of the project in accordance with the project milestones and target dates shown below.
H. Risk: Achieve an optimal balance of risk allocation between the County and the Contractor.
I. Safety: Implement a comprehensive safety program that incorporates industry's best practices.

3.4.1 PROJECT MILESTONES AND TARGET DATES* (from CRA):

A.	CM Approved by Board	March 30, 2026
B.	CM Pre-Construction Activities	May 1, 2026
C.	CM Receives Bids & Prepares GMP	June 15, 2026
D.	GMP Owner Review	June 22, 2026
E.	GMP- CM Prepares & Submits to Board (Special Commission Meeting)	June 22, 2026
F.	Notice to Proceed	June 22, 2026
G.	Substantial Completion	January 28, 2027 (estimated)
H.	Final Completion	February 27, 2027

*The milestones and/or target dates are subject to change based on the actual date of the contract execution, the issuance of the Notice to Proceed (NTP), or other unknown factors.

3.5 SCOPE OF SERVICES

3.5.1 PHASE 1: PRE-CONSTRUCTION

A. The CMAR will participate in a pre-construction meeting after the Board approves the Contract and before the issuance of the Notice to Proceed, which is also contingent upon the CMAR providing all required insurance certifications and bonds.
B. At the pre-construction meeting, the CMAR will provide, at a minimum, for discussion and approval by the County and Design Professional:
   1. Tentative work schedule.
   2. Phasing and sequencing with any alternative methods and materials.
   3. Identified risks and potential mitigation efforts if applicable.
   4. Tentative Schedule of draws.
   5. Proposed mobilization date, construction start date, substantial completion date, and completion date.
C. Grant and contract requirements will be addressed, (i.e., federal requirements, weekly reports with pictures, change orders, budget overrun, payment requests, timelines, etc.)

D. Permits: The CMAR will be responsible for all local permits for natural gas, water, and electric. The Design Professional will apply for any civil permits (i.e.; state and local water management district permits).

3.5.1 PHASE 2: CONSTRUCTION:

A. General:

1. The construction phase will include, but is not limited to, mobilization, phasing, and scheduling of the work, obtaining bids and quotes for work, materials and/or supplies and the execution of subcontracts or procurements beginning with mobilization through completion of the project.
2. During the construction, the CMAR will interface and coordinate with the Design Professional as conditions and construction activities dictate, to discuss scheduling foreseeable problems, equipment and material delivery days, sub-contractor/vendor performance, safety, and any other issues pertinent to potential delays, and/or budget overrun that could impact the successful and timely completion of the project.
3. The CMAR shall review all invoices from subcontractors/vendors, ensure all work, materials and supplies were to specifications, and resolve any discrepancies before they are submitted to the Design Professional for review and approval.

B. **Bids, Quotes, and Subcontractors/Vendors**: The CMAR shall obtain all bids and quotes for the work, materials, and/or supplies subject to approval of the Design Professional and the County. All subcontractors shall be subject to the same terms and conditions of the contract with the CMAR.

C. **Change Orders:** The County, without invalidating the CMAR contract, may order or approve requested changes in the work within the general scope of the project, consisting of additions, deletions, or other revisions to the design plan, project schedule, costs, etc. Such changes will be approved only through an executed change order with changes justified in writing and additional costs documented with quotes.

D. Quality Control: The CMAR is responsible for the work, materials, equipment and supplies for this project, and shall review the work, materials, equipment and supplies of all subcontractors and/or vendors used on the project to ensure it meets all design specifications as it is being performed and/or delivered. The CMAR will review any disputes that cannot be resolved or may result in a change order with the Design Professional for resolution, and to the satisfaction of the County, if applicable.

E. **Inspections:** The CMAR shall assist the Design Professional and the County in performing periodic and final inspections. All inspections preceding the final inspection, the CMAR shall furnish a detailed report of observed discrepancies and omissions in the work performed by subcontractors or vendors and/or materials and supplies provided by such.

F. **Monitoring the Schedule and Weekly Reports**:

1. The CMAR shall monitor the construction schedule and budget and shall provide the

Design Professional and the County with any concerns or problems within a specified amount of time that will be determined at the pre-construction meeting and incorporated into the Notice to Proceed.

2. The CMAR shall provide Design Professional and County with written weekly summary reports and pictures documenting before, during, and after work progress. All rain days, challenges or concerns, completed work, pending or approved change orders, total billed to date with balance forward, etc. shall be documented in the weekly report.

G. **Testing:** The CMAR shall facilitate and coordinate all quality testing of soils, building materials, systems, and equipment during the course of construction. The scope of the testing will be coordinated with the Design Professional and the County, and testing firms consistent with the provisions of the contract document. The CMAR shall coordinate with appropriate parties to plan, schedule, and notify testing firms of procedures, test dates, result reports, and distribution during construction.

H. **Safety:** The CMAR shall monitor that safety and accident prevention measures are established and maintained at the project site. Any observed hazardous conditions, violations, or potentially hazardous conditions shall be reported immediately to subcontractors/vendors supervisory personnel onsite. A written report of such incident and follow-up report of the remediations shall be provided to the subcontractor/vendor, Design Professional, and the County.

I. **State Requirements:** The CMAR and its subcontractors are subject to state contract provisions included in the RFQ Appendix A. Draft Contract and any other provisions set forth in this RFQ and the referenced grant agreement between DOS and the County.

The CMAR shall ensure that these provisions herein are included in all subcontractor contracts. The CMAR and all of its subcontractors shall maintain compliance at all times through the term of their contracts.

J. **Project Records:** The CMAR shall:
1. Maintain records at the job site, including a current set of contract documents, a project log, and progressive photographs of the project, record of construction progress, problems and concerns, work logs, payroll records, permits, etc.
2. All records shall be open for inspection by the Design Professional and the County.
3. All records shall be delivered to the County in an organized format to the County at completion of the Project.

SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS

4.1 The County has established certain mandatory requirements that must be included as part of any response that are described in the RFQ ***"Attachment 1: Instructions to Proposers and Proposal Construction".*** The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFQ indicates a mandatory requirement or condition. The words "should" or "may" in this RFQ indicate desirable attributes or

conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.

4.2 Proposals not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., may be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer whose replies, past performance or current status that do not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the RFQ may be rejected as non-responsible.

4.3 The County reserves the right to determine which Proposals meet the material requirements of the RFQ and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.

4.4 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the RFQ Attachment 2: Form 1: Proposal Transmittal Form, for a Proposal by a/an:

a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.

b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

c. Individual shall show the Proposer's name and business address.

d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.

4.5 All names shall be printed in ink or typed below the signatures.

4.6 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.

4.7 The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.

4.8 A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: http://sunbiz.org/index.html or https://www.dos.myflorida.com/.

The Proposal shall contain evidence of Proposer's authority and qualifications to do business in the state or locality where the Project is located, or Proposer shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer's state contractor license number, if any, shall also be shown Form 1: Proposal Transmittal Form.

4.9 If this project is federally funded and subject to federal procurement provisions, the Proposer shall be appropriately registered with the System for Awards Management (SAM.gov) at the time of submitting a proposal. Please visit SAM.gov for additional information regarding registration. If a Proposer has already registered with SAM.gov, a Unique Entity Identifier (UEI) number must be provided on the RFQ Attachment 2: Form 1: Proposal Transmittal Form, and by completing Form 16: System for Award Management (SAM).

4.10 The Proposal must address the requirements in a clear and concise manner in the order stated herein.

4.11 Proposals must include the information/documents specified and requested in the RFQ. Proposals that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.

412 The County reserves the right to seek additional/supplemental representation on specific issues as needed.

4.13 Proposals must be typed or clearly written. No changes in or corrections to Proposals will be allowed after the Proposals are opened.

4.14 The signer of the Proposal must declare that the Proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the Proposal has the authority to bind the principal Proposer.

4.15 The County shall not be liable for any costs incurred by Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFQ requirements.

4.16 Refer to Attachment 1: Instructions to Proposers and Proposal Construction for additional information and instructions.

SECTION 5.0 PROPOSAL RECEIPT AND OPENING

5.1 All Proposals shall be submitted in accordance with Section 1.0. Schedule of Events. The County Purchasing Office shall date stamp and record Proposals received.

5.2 The responsibility for submitting the Proposal to the County Procurement Office no later than the specified time and date is solely that of the Proposer. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.

5.2 Submission of Proposals by fax or other electronic means will not be accepted.

5.3 Any Proposals received after the stated time and date will not be considered. Late Proposals shall not be opened at the public opening. Arrangements may be made for the unopened Proposal to be returned at the Proposer's request and expense.

5.4 A Proposal may be withdrawn or modified only by written notification from the Proposer prior to the time fixed for the opening of Proposals. Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

5.5 All Proposals will be opened on the date and time indicated in Section 1.0, Schedule of Events (i.e., date Proposals are due) or as modified by addendum.

5.6 Pricing shall be valid for a period of ninety (90) days from opening of Proposal or until award is made, whichever occurs later.

5.7 Time is of the essence. The CMAR shall achieve Substantial Completion by the date set forth in the Contract. For each calendar day of delay attributable to the CMAR, the County may assess liquidated damages as set forth herein. In addition, the CMAR shall not be entitled to construction phase fee or general conditions for the period of delay. The CMAR shall not be entitled to any extension of Contract Time unless it demonstrates that the delay impacted the critical path and was not caused by the CMAR or its subcontractors.

SECTION 6.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS

6.1 Proposals to this RFQ that satisfy the required qualifications and are deemed to be responsive and responsible shall be ranked by a Selection Committee appointed by the County Administrator.

6.2 In ranking proposals, the Selection Committee shall evaluate the proposals based on this RFQ, the information provided by the Proposer and rank each proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFQ.

6.3 Responses to this RFQ, not meeting the requirements specified herein may be considered non-responsive or not responsible, as applicable.

6.4 In the best interest of the County, the Gadsden Board of County Commissioners reserve

the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Proposers are cautioned to make no assumptions unless their response has been deemed responsive.

6.5 The selection committee will evaluate the Proposals that are responsible and responsive to the requirements of this RFQ using the following weighted criteria listed in order of importance:

CRITERIA*	SCORE
1. Experience with Similar Projects	25
2. Qualifications of Firm and Key Staff	20
3. References on Recent Projects	20
4. Project Approach	15
5. Community Participation	10
6. Oral Presentations (if required)	10
7. **TOTAL MAXIMUM POINTS**	**100**

*See Attachment 1: Instructions to Proposers and Proposal Construction.

6.6 Proposers may be selected for interviews or oral presentations (shortlisted) as may be necessary. The County makes no commitment to any Proposer to this RFQ beyond consideration of the written response to this RFQ. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time, and location of interviews and/or oral presentations. The County may consider any supplementary information from interviews or presentations in the evaluation.

6.7 Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on the scores of the remaining Committee members.

6.8 Reference Checks: The County may conduct reference checks relevant to the proposal with any or all of the references cited in the Proposal to verify any and all information and rely on or consider any relevant information from such cited references in the evaluation of the Proposal.

6.9 Clarification from Proposals: The County may seek clarification from any or all Proposers and consider such supplementary information in the evaluation of the Proposal.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

7.1 The County reserves the right to incorporate the successful proposal into the Contract. Failure of a firm to accept this obligation may result in the cancellation of the award to said Proposer and the County shall then negotiate with the next ranked Proposer.

7.2 The construction, interpretation, and performance of this RFQ, and all transactions under it shall be governed by the laws of the State of Florida and Gadsden County. The Agreement shall include all terms and conditions of this RFQ, any addenda, response, and the County's contract issued as a result of this RFQ.

7.3 The selected Proposer will be required to assume responsibility for all Work offered in the proposal. The County will consider the selected firm to be the sole point of contact regarding contractual matters, including payment on any or all charges.

7.4 All notices for the intent to award, award, or other events will be posted to the County's website in accordance with Section 1.0 Schedule of Events.

7.5 The Proposals deemed best by the selection committee shall be presented by the County Administrator in the form of an Agenda Request to the Gadsden County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.

7.6 After successful posting of the intent to award for 72 hours per section 8.4, and Board approval of an award, the County will negotiate a contract with the successful Proposer(s) in accordance with County policy, Florida Law, this RFQ,and the successful Proposer's proposal.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

Conformity and adherence to the terms and conditions of this RFQ shall be a consideration by the selection committee as part of its process.

Review RFQ Appendix A: Draft Contract and Attachment 2: Forms and Certifications for terms, conditions, forms, and certifications that may not be expressly addressed herein.

8.1 Definitions

General terms used throughout this RFQ are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

8.1.1 **Award** means the determination of a successful Proposer(s) in response to this RFQ, resulting in an offer of a Contract to perform the services pursuant to the RFQ and the proposal.

8.1.2 **County** means the Gadsden County Board of County Commissioners (BOCC or Board) and its employees.

8.1.3 **Contract or Agreement** means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties").

8.1.4 **RFQ** means this document, its attachments and any document hereinafter incorporated by reference.

8.1.5 **Proposer** means any firm, individual or organization submitting a proposal in response to this RFQ.

8.1.6 **SOW** means Scope of Work or Scope of Services.

8.1.7 **Successful Proposer** means a Proposer who is awarded a Contract as a result of its proposal submitted in response to this RFQ.

8.1.8 **CEI** means Construction Engineering Inspection

8.1.9 **O & M Coordination** means the process of integrating the needs and knowledge of the future operations and management of the design and construction phases of a project.

8.1 Issuance of Addenda

If this RFQ is amended, the County Procurement Office will issue an appropriate addendum to the RFQ. If an addendum is issued, all terms and conditions not specifically modified shall remain unchanged.

An addendum to this RFQ will be issued if any of the events, dates and/or times referenced in Section 1.0 change. Some dates/times may be determined at each phase.

Any and all such interpretations and supplemental instructions issued per Section 1.0 shall be in the form of a written addendum, which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFQ Document(s).

8.2 Florida Public Records Law and Confidentiality

8.3.1 By submitting a Proposal in response to this RFQ, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

8.3.2 Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase:

A. "***PROPRIETARY INFORMATION***" on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

B. **NOTE: The County will not accept Proposal submittals when the entire submittal is labeled as exempt from public disclosure. Developer's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the County may deem the Proposal submittal as "non-responsive."**

8.3.3 Should any person request to examine or copy any material so designated and provided the affected Proposer has otherwise fully complied with this provision, the County, in

reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the second County business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

8.3.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever whichmay be incurred by the County, or assessed or awarded against the County, in regard tothe County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Proposer in response to this RFQ and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

8.4 Right to Protest

Any person who is affected adversely by the decision or intended decision of the County shall file a notice of intent to protest with the Purchasing Division in writing within 72 hours after the posting of the bid tabulation. Thereafter, a formal protest shall be filed, in writing within ten (10) calendar days after the date of the filing of the notice of intent to protest.

Any Proposer who desires to formally protest shall follow the procedures outlined in the Gadsden County Procurement Policy, incorporated by reference, and can be obtained by contacting the County Purchasing Director at (850) 875-7243 or email: Procurement@gadsdencounty.gov.

The failure to file a notice of intent to protest or failure to file a formal written protest shall constitute a waiver of proceedings.

A written protest is filed with the County when it is delivered to and received by the Purchasing Division.

8.5 Requests for Clarification and Assistance

All inquiries and questions concerning this RFQ must be in writing (e-mail is acceptable) and received in accordance with Section 1.0, Schedule of Events and must be directed to:

Questions: Gadsden County Purchasing Office
850-875-7243
Procurement@gadsdencountyfl.gov

Address: Gadsden County Board of County Commissioners

Purchasing Office
Attn: RFQ 26-08
Hand Deliver:
5-B East Jefferson Street

Mailing Address:
PO Box 1799
Quincy, FL 32351

Questions and responses will be posted on the County's Website and, if necessary, an Addendum(s) will be issued per Section 8.2

8.6 ADA - Special Accommodations

Any person requiring special accommodation by the County due to a disability should call the County Purchasing Office at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Board's Purchasing Office by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD). The Purchasing Office telephone number is: 850-875-8694.

8.7 Proposer's Responsibility

8.7.1 It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFQ.

8.7.2 Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

8.7.3 Proposers are expected to examine the specifications and all instructions pertaining to the required work/commodities/services. Failure to do so will be at Proposer's risk.

8.8 Indemnification and Hold Harmless (Form 4)

Proposers must complete and sign Form 4: **Indemnification and Hold Harmless.** Reference Appendix A: Draft Contract for additional information.

8.9 Right of Rejection

The County reserves the right to reject any Proposal found to be non-responsive, vague or nonconforming or to waive informalities and negotiate with the apparent lowest, responsive, qualified, and/or responsible Proposer. Furthermore, the County reserves the right to withdraw all or part of this RFQ at any time prior to the final award and execution of a Contract.

8.10 Public Entity Crimes (Form 5)

Proposers must complete and sign Form 5: Sworn Statement under Section 287.133(3)(a),fs, on Public Entity Crimes.

8.11 Small, Minority and Woman-Owned Business Enterprise

Certification as a minority business enterprise for the purpose of this RFQ is defined by the Florida Small and Minority Business Assistance Act. Proposers certified by the State of Florida should include a copy of the certification with their Proposal.

8.12 Equal Employment Opportunity/Affirmative Action (Form 6)

The County certifies that it is an Equal Employment Opportunity/Affirmative Action employer and that it will not discriminate during the selection process on the basis of religion, sex, sexual orientation, gender identity, familial status, race, color, national origin, or handicap status.

Proposers must complete and sign Form 6: Equal Opportunity Affirmative Action Statement.

8.13 Exemption of Meetings/Presentations

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

8.14 Drug Free Workplace (Form 7)

Gadsden County is a Drug Free Workplace. Proposers should review, complete, and sign Form 7: Drug Free Workplace Certification.

8.15 Conflicts of Interest (Form 8)

An award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers should review, complete and sign Form 8: Disclosure Statement Conflict of Interest Disclosure.

8.16 Non-Collusion (Form 9)

Each Proposer is required to sign and have notarized by a Florida Notary Form 9: "Non-

Collusion Affidavit."

8.17 Ethical Business Practices (Form 10)

8.17.1 The County reserves the right to deny the award or immediately suspend any contract resulting from this RFQ or proposal, pending final determination of charges of unethical business practices. At its sole discretion, the County may deny award or cancel the Contract if it determines that unethical business practices were involved.

Proposers are required to complete, sign, and certify Form 10: Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements.

8.17.2 **Gratuities**. It shall be unethical for any person to offer, give or agree to give any County employee, or for any County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any RFQ or proposal thereof.

8.17.3 **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

8.18 Subcontracting (Form 11)

8.18.1 Firms submitting a Proposal may consider subcontracting portions of the services to be performed and/or provided. If this is to be done, that fact, and the name of the proposed subcontracting firm(s), must be clearly identified in the Proposal and the Contract.

8.18.2 Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the County.

8.18.3 All subcontractors shall be held to the same requirements, terms and conditions of this document, its attachments, any documents incorporated by reference and the executed Contract.

8.18.4 A Proposer must complete and sign Form 11: List of Proposed Contractors and Services to be Performed.

8.19 Withdrawal or Modification of Proposals

A Proposal may be withdrawn or modified only by written notification from the Proposer **prior** to the time fixed for the opening of proposals. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modification of the

proposal after it has been opened.

8.20 Status of Contractor

The Proposer shall, at all times relevant to a contract as a result of this RFQ, be an independent contractor and in no event shall the Proposer, nor any employees or sub-contractors under it, be considered to be employees of the County.

8.21 Registered to Do Business in the State of Florida

A Proposer seeking to do business with the County shall, at the time of submitting a proposal, be registered with the Department of State in accordance with the provisions of Chapter 605, 607, 608, 617 and/or 620 Florida Statutes; similarly, partnerships seeking to do business with the County shall, at the time of submitting a proposal, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites http://sunbiz.org/index.html or http://www.dos.state.fl.us/doc/index.html The Proposer shall be licensed to do business in the State of Florida and the Proposer and employees assigned to the Contract shall hold all necessary and required professional licenses and certificates to perform required services.

8.22 Debarment and Suspension (Form 12)

Proposers are required to complete and certify Form 12: Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions.

8.23 Employment Eligibility Verification (Form 13)

Proposers are required to complete and sign Form 13: E-Verify Compliance Certification.

8.24 Venue

Venue for all actions arising under the RFQ and subsequent Contract shall lie in Gadsden County, Florida, United States.

8.25 Construction

The validity, construction, and effect of this RFQ and subsequent Contract shall be governed by the Laws of the State of Florida.

8.26 Order of Precedence

The provisions of the RFQ, successful firm's proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provisions of the RFQ and Contract. In the event of an inconsistency between the provisions of the RFQ or Contract hereto, the Order of Precedence shall be followed:

A. Federal Laws
B. Laws of Florida
C. Executed Contract
D. If applicable, grant awards terms and conditions.

E. RFQ and all of its addendums and attachments.
F. Successful firm's proposal

8.27 Term of the Contract and Termination

The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and the term shall be negotiated as part of the Contract negotiation activities.

Proposers should review Appendix A: Draft Contract and provide any comments or concerns with their Proposal submittal on Attachment 2: Form 15: Comments on Draft Contract.

8.28 **Insurance Requirements**

8.28.1 Before the Work/Service begin, the Proposer(s) shall procure and maintain at its own cost and expense for the duration of the Contract, liability insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Proposer, his agents, representatives, employees, or subcontractors. Specific insurance requirements are set forth in **Form 14**: Insurance Certification Required Policy Endorsements and Documentation and Appendix A: Draft Contract. Additional insurance requirements may be required as part of contract negotiations.

8.28.2 Verification of Coverage

The proposer shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *The certificates and endorsements are to be received and approved by the County before the Work/Services commence.*

8.28.3 Subcontractors

The Proposer shall include each of its subcontractors as insured under the policies of insurance required herein.

8.29 Bond Requirements

Performance and Payment Bond. The Successful Bidder must provide Performance and Payment bonds in the amount of 100 percent of the Contract amount within fifteen (15) calendar days or less of the execution of the Contract by the Board, or prior to the issuance of the Notice to Proceed. The work cannot begin until Bonds are received. See Attachment 2: Forms 18A and B.

Bid Bond; A five percent (5%) bid bond is required for a bid that exceeds $250,000 and must be included with the Basis of the bid.

APPENDIX A: DRAFT CONTRACT

RFQ 26-08
PROFESSIONAL CMAR SERVICES – Old Courthouse Renovations and Restoration – Phase 2
Appendix A: Draft Contract

GADSDEN COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at Suite 5-B East Jefferson Street, Quincy, Gadsden County, Florida 32351 (the "County"), hereby contracts with _____

(the "Contractor") whose principal place of business is at _____,

whose Federal ID number is: _____ and Unique Entity Identified (UEI) is _____ and is a contractor licensed to perform all work in the State of Florida in connection with the County's RFQ No. **26-08** (the "Project"), and other Contract Documents hereafter specified (the "Work").

Project Description and Funding: Professional CMAR Services for Gadsden County Courthouse renovations and restoration at 10 E Jefferson Street., Quincy, Florida, Gadsden County, Florida.

The project is funded with State of Florida Legislative General Appropriations dollars through the Florida Department of State, Division of Historical Resources through the agreement between the County and Florida Department of State (DOS)

- Section 267.0617, Florida Statutes
- Section 165 of Chapter 2022-156, Laws of Florida

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, the RFQ, the Proposal, and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents, including the Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by the Contractor at the Project site at all times during the performance of the Work.

B. The Design Professional is the initial interpreter of the Contract Documents but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the Design Professional's recommendations or interpretations of the Contract Documents. The Design Professional does not have the authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Design Professional's interpretation as to the intent of his design shall be final and not subject to

interpretation by the County's staff.

C. Any Work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

D. Work, materials, or equipment described in words that have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

E. The County shall furnish to the Contractor up to one (1) set of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

F. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

G. The Work provided by the Contractor for the Project shall be under the general direction of **the Design Professional,** or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Administrator, or Board of County Commissioners.

H. The County's representative, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the County in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following County approval, the County's representative shall coordinate issuance of any such documents. The County's representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.

I. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the County shall have or acquire any title to or ownership rights to any of the

Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or their Design Professional and the specific written verification or adaptation by the Design Professional.

Section 2. Scope of Work.

A. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

B. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricator, or processors except as otherwise provided in the Contract Documents.

Section 3. Contract Amount – Guaranteed Maximum Price (GMP).

A. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following GMP amount not to exceed (herein "Contract Amount"), in accordance with the terms of this Agreement: $_____ or in WORDS: _____

1. Compensation and manner of payment of such compensation by the County for the Work rendered hereunder by the Contractor shall be prescribed in Exhibit G. Basis for Compensation, which is attached hereto and made a part of hereof.

2. The Contractor shall notify the County and Design Professional in writing when 90 percent of the approved "not to exceed" amount has been reached.

3. The GMP is for the total amount and not to be construed as a "line-item" guarantee. If one category exceeds the budgeted amount, and another is less than the budgeted amount, they shall offset each other to the extent that the total GMP is not exceeded.

B. If the Contract Amount includes an Allowance, the Contractor shall cause the Work covered by the Allowance to be done for such sums within the limits of the Allowance as the County may approve. The Contractor agrees the Contract Amount includes such sums as they deem proper for costs and any profit on account of any Allowances. No demands for an additional sum for overhead, profit or "out of pocket" expenses will be allowed.

C. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.

D. The County may subsequently identify items eligible for direct purchase for sales tax savings. The County shall, at its sole discretion, have the option to purchase directly from the supplier or vendor any supplies, materials or equipment included in the Contractor's bid for the Contract. The County reserves the right to require Contractor to assign to the County agreements with suppliers for such goods. The Contractor shall, from time to time submit, update and keep current, for consideration by the County, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than $10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The County reserves the right to delete or add items from this Agreement when it is in the County's best interest. Upon approval by the County, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The County will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Contract Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the County, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the County.

Section 4. Bonds.

A. In accordance with Section 255.05, Florida Statutes, the Contractor shall record and provide Performance and Payment Bonds, in the form prescribed in the RFQ Forms 18A and 18B, including with the Contractor's Proposal in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the County. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. The Contractor shall commence the Work as agreed to in the Notice to Proceed, the "Commencement Date". No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within TBD **calendar days** from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within TBD **calendar days** from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **$750.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. All days shall mean calendar day and not business day.

Section 6. Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization, or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law, or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Design Professional in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design Professional. If required, a Field Order or Change Order will be issued pursuant to Section 15 of this Agreement. If the Contractor performs any Construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Design Professional and County, the Contractor shall assume responsibility for such performance and shall share in costs associated with any corrections. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim, and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 7. Investigation and Utilities

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly,

but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities (surface and subsurface) being referred to in this Sub-Section 7.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting, and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

Section 8. Schedule

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Design Professional, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

B. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's and Design Professional's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's and the Design Professional's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 9. Progress Payments

A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Design Professional, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Design Professional along with a completed and notarized copy of the Application for Payment form. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Schedule of Values.

B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

D. Contractor shall submit two (2) copies of its monthly Application for Payment to the Design Professional on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Design Professional shall either:

D.1 indicate his approval of the requested payment;

D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons; therefore, or

D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the Application for Payment by the Design Professional, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within **thirty (30)** calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Design Professional.

E. The County shall initially retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Design Professional for payment, whichever is less. Such sums shall be accumulated and released to Contractor as follows. Within 20 days after the Design Professional delivers the tentative punch list to Contractor as set forth in set forth in Section 26 herein, the County will pay the contractor the remaining contract balance including retainage previously withheld less an amount equal to 150 percent of the estimated cost to complete the items on the tentative punch list (the "remaining retainage"). The remaining retainage will be released to the Contractor with final payment.

F. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

H. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's and the Design Professional's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 10. Payments Withheld

A. The Design Professional or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Design Professional or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

A.1 Defective Work not remedied;

A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

A.5 Reasonable indication that the Work will not be completed within the Contract Time;

A.6 Unsatisfactory prosecution of the Work by the Contractor;

A.7 Failure to provide accurate and current "As-Builts"; or

A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 10.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

Section 11. Final Payment

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Design Professional in accordance with Section 26.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or the County at the time of final inspection.

Section 12. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules, and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional in evaluating the proposed substitute. The Design Professional may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Design Professional, if Contractor submits sufficient information to

allow the Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional shall be the same as those provided herein for substitute materials and equipment.

E. The Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. The Design Professional shall be the sole judge of acceptability, and no substitute will be ordered, installed, or utilized without the Design Professional's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Design Professional will record time required by the Design Professional and the Design Professional's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Contractor shall reimburse the County for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County's sole discretion.

Section 13. Daily and Weekly Reports

A. Unless waived in writing by the County, Contractor shall complete and submit to Design Professional on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Design Professional and the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

A.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

A.2. Soil conditions which adversely affect the Work;

A.3. The hours of operation by Contractor's and subcontractor's personnel;

A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

A.5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);

A.6. Description of Work being performed at the Project site;

A.7. Any unusual or special occurrences at the Project site;

A.8. Materials received at the Project site;

A.9. A list of all visitors to the Project site; and

A.10. Any problems that might impact either the cost or quality of the Work or the time of performance.
The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Design Professional pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Design Professional for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate

"As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Design Professional by Contractor for the County.

C. The Contractor shall submit to the Design Professional one complete, certified set of all recorded changes made during Construction entitled 'As-Built,' dated and sealed by the Project Architect. Submittals shall be in both hardcopy and digital format and are due as a condition of Substantial Completion.

D. Certified "as-built" information, which the Contractor must show on marked-up copies of the design drawings, prints, and other materials as specified above, shall include both authorized and unauthorized changes and any modifications to material types from that specified in the bid plans and Specifications. As a prerequisite to any payments, the Contractor shall make available to the Design Professional all "as-built"

information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The Contractor shall set benchmarks on or within 100 ft. of each control structure constructed as part of the Project. A complete description including elevation and location of each control structure benchmark shall be provided to the Design Professional as part of the "as-built" information. The elevation shall be clearly and permanently indicated on each benchmark.

E. "As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The "as- built" drawings shall be signed and sealed by the Contractor's Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.

F. All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and submitted to the Design Professional for review and acceptance prior to authorization of the final payment.

G. "As-built" data shall be secured, and accuracy of measurements shall be 0.01 ft.

H. All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be "as-built" by the Contractor prior to backfilling.

I. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

J. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

J.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

J.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

J.3. 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 thereafter if the Contractor does not transfer all records to the County.

J.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

K. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-875-8671, MEDIA@GADSDENCOUNTYFL.GOV, AND 9-B E. JEFFERSON STREET, QUINCY, FL 32351.

Section 14. Contract Time and Extensions

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Section 17.B. herein.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 15. Changes in the Work

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, Exhibit I, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items involved. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all

overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The Design Professional shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 16. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the County and Design Professional within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Design Professional within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.D.

C. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of Gadsden County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Northern District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 17. Other Work

A. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Design Professional and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the County and such utility owners and other contractors.

C. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 18. E-Verify

As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

B. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

C. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. (2023). Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

E. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth.

Section 19. Indemnification and Insurance

A. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

B. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

C. Contractor agrees to, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Design Professional or their consultants, agents, officers, and employees. The County and Contractor agree the first $100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

D. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit F. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true, and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

E. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be

given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

F. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

G. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County. The County may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Design Professional as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it

may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

A. Contractor agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations, and requirements applicable to the Project, including but not limited to the federal contract provisions. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Design Professional in writing.

Section 21. Cleanup and Protections

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees, and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any such restorations.

C. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be deducted from the final payment due the Contractor.

Section 22. Assignment

A. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 23. Permits, Licenses and Taxes

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to

applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

C. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project, and shall be solely responsible for issuance of any Notices required thereby.

Section 24. Termination for Default

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Design Professional or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 25 below.

Section 25. Termination for Convenience and Right of Suspension

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and

exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to the portion of the Work subject to ordered suspension.

Section 26. Completion

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. If the County and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch list of items to be completed or corrected by Contractor before final payment, including the cost to complete each item on the tentative punch list. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punch list. The risk of loss for the Project and the Work performed thereon shall not pass to the County until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the Design Professional.

B. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Design Professional will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the remaining retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, (3) all required As-Builts, shop drawings and other submittals; and (4) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the

Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the remaining retainage shall become due and payable.

C. Prior to final payment, the Design Professional may request the Contractor to permit the use of a specified part of the Project which the County believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the Design Professional that said part of the Project is Substantially Complete and request the Design Professional to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the Design Professional and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the Design Professional will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

Section 27. Warranty

Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment, or fixtures to be incorporated into the Project.

A. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

B. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in

the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 28. Tests and Inspections.

A. The County, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional with timely notice of readiness of the Work for all required inspections, tests, or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules, or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the Design Professional forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Design Professional and the County.

C. If any Work that is to be inspected, tested, or approved is covered without written concurrence from the Design Professional, such work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional timely notice of Contractor's intention to cover the same and Design Professional has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday, or holidays.

E. Neither observations nor other actions by the Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's

obligations to perform the Work in accordance with the Contract Documents.

Section 29. Defective Work

A. Work not conforming to the requirements of the Contract Documents in the sole judgment of the Design Professional shall be deemed defective Work. If required by the County or Design Professional, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Design Professional, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If the County or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at the County's or Design Professional's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

C. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Design Professional may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and Design Professional to stop the Work shall not give rise to any duty on the part of the County or Design Professional to exercise this right for the benefit of Contractor or any other party.

D. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to

adequately compensate the County for its acceptance of the defective Work.

E. If Contractor fails, within a reasonable time after the written notice from the County or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Design Professional or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere. Contractor shall allow the County, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect, and consequential costs of the County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect, and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

Section 30. Supervision and Superintendents

A. Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Design Professional except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 31. Protection of Work

A. Contractor shall fully protect the Work from loss or damage and shall bear

the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

C. Contractor shall not disturb any benchmark established by the Design Professional with respect to the Project. If Contractor, or its subcontractors, agents, or anyone for whom Contractor is legally liable, disturbs the Design Professional's benchmarks, Contractor shall immediately notify the County and Design Professional. The Design Professional shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

Section 32. Emergencies

A. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Design Professional is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 33. Use of Premises

A. The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.

B. The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, storage of

materials and equipment and operations of workers to Project site, land, and areas identified in and permitted by Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 34. Safety

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County. County shall have the right to direct Contractor to remove and replace this individual, with or without cause.

Section 35. Project Meetings

A. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County and Design Professional and others as

appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Design Professional or the County with respect to the Project, when directed to do so by the County or Design Professional. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Design Professional.

Section 36. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

A. Legal Advertisement
B. RFQ 26-08
C. Contractor's Proposal with required forms and certifications
D. Performance Bond
E. Public Payment Bond
F. Insurance Requirements, including certificates of insurance
G. Basis of Compensation
H. Form of Release and Affidavit
I. Change Order Form
J. Scope of Services
K. Federal Contract Requirements

Design Plans and the Grant Agreement 25.h.sc.100.009 are incorporated by reference only.

Section 37. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Gadsden County Administrator
East Jefferson Street
P.O. Box
Quincy, Florida 32351

With a copy to:

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

_____

Name of person with their title to whose

Attention the notice should be sent: _____

Telephone and Fax numbers: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 38. Modification.
No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 39. Successors and Assigns.
Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 40. Governing Law.
The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 41. No Waiver.
The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 42. Vendors on Scrutinized Companies Lists.
By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate

this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.

Section 43. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 44. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 45. Subcontracting.

The Contractor may subcontract up to fifty percent 50% of work under this Contract. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and inspect all facilities of any subcontractor. If applicable, regardless of any subcontract, Contractor is ultimately responsible for all work to be performed under this Contact, including but not limited to design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replating, comprehensive plan amendment code variance, and other services, as necessary. The Contractor agrees to be responsible for fulfillment of all work elements included in any subcontract and agrees to be responsible for payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contactor shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a subcontractor to

timely or properly perform its obligations shall not relieve Contractor of its obligations hereunder.

Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Contractor shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Contractor shall ensure its subcontracts issued under this Contractor, if any, impose this requirement, in writing, on its subcontractors.

Section 46. Civil Rights

The Contractor agrees to comply with pertinent statutes, Executive Orders, which includes but is not limited to those listed in the RFQ Form 19, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 47. Anti-Human Trafficking

As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the Contractor must attest under the penalty of perjury that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. RFQ Form 20.

Section 48. Foreign Country of Concern

Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit is included with the RFQ Form 21.

Section 49. Federal Contract Requirements- Reference Contract Exhibit K, if applicable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR: _____
(Company Name)

ATTEST:

By:_____ (Signature) _____

(Printed) Its: _____ (Title)

Date: _____

Witness:

Its:_____
President/Corporate Secretary/Witness Date:_____
[Corporate Seal]

_____
2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Gadsden County, Florida

(SEAL)

By:_____
Chair

Clerk: _____ Date:_____

Approved as to Form and Content:

_____
County Attorney

Exhibit Index:

Exhibit A – Legal Advertisement
Exhibit B – RFP without appendix A or attachments
Exhibit C – Contractor Proposal
Exhibit D – Performance Bond (Form 18A)
Exhibit E – Payment Bond (Form 18B)
Exhibit F – Insurance Certifications/Policy endorsements (Form 14)
Exhibit G – Basis for Compensation (Fee Proposal)
Exhibit H – Release Affidavit
Exhibit I – Change Order
Exhibit J – Scope of Services
Exhibit K – Federal Contract Requirements

EXHIBIT A: LEGAL ADVERTISEMENT

EXHIBIT B: RFQ 26-08 (w/o Appendix A, Attachment 1, Attachment 2)

EXHIBIT C: Contractor's Proposal with Required Forms and Certifications

EXHIBIT D: PERFORMANCE BOND (see Form 18A)

EXHIBIT E PUBLIC PAYMENT BOND (see Form 18B)

EXHIBIT F: INSURANCE REQUIREMENTS CERTIFICATES OF INSURANCE (see Form 14)

EXHIBIT G: BASIS FOR COMPENSATION (FEE PROPOSAL – company generated)

Introduction:

Proposal outlines scope of work, project timeline, payment terms, and other important details.

Project Details

Client Name _____

Project Name _____

Project Location_____

Project Start Date _____Project Completion Date_____

Project Description_____

Scope of Work (includes the following tasks to be completed

1.
2.
3.
4.
5.

Special Instructions:

Material and Equipment (all necessary materials and equipment to complete the project as outlined by scope of work – list all that will be used)

1.
2.
3.
4.
5.

Insurance (company carries the following insurance coverage for this project)

1. General Liability Insurance
2. Workers Compensation Insurance
3. Additional Coverage

Safety Protocols

1. Personal Protective Equipment
2. Site Safety Inspections:
3. Emergency Procedures

Terms and Conditions

1.
2.
3.
4.
5.

_____

Signature

_____

Date

EXHIBIT H: RELEASE AND AFFIDAVIT

COUNTY OF_____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____,

who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____paid,

_____

("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Gadsden County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, ____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No.____.

CONTRACTOR:

_____

By: _____ (signature of the executive

officer) Its:_____ (title of the executive

officer) Date:_____

Witnesses

_____ _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

_____, by _____, as _____ of

_____, a _____ corporation, on

behalf of the corporation. He/she is personally known to me or has produced _____

_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name:_____ (Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of_____

Commission No.:_____

EXHIBIT I: CHANGE ORDER FORM

CHANGE ORDER NO. _____ GADSDEN COUNTY PROJECT NO. _____

TO: _____

_____

_____

DATE: _____

PROJECT NAME: _____

Under our AGREEMENT dated_____.

****

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

_____

_____

FOR THE ADDITIVE or DEDUCTIVE Sum of:

_____($_____).

Original Agreement Amount $_____

Sum of Previous Changes $_____

This Change Order ADD/DEDUCT $_____

Present Agreement Amount $_____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (_) calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted:_____ , 20____ .

GADSDEN COUNTY, FLORIDA

By:_____
Chair

CONTRACTOR

By:_____
President

DESIGN PROFESSIONAL: By:_____

Attachment:

1. Written Justification for Contract Change Order

EXHIBIT J: SCOPE OF SERVICES to be negotiated based on the RFQ 26-08 and Contractor's Proposal.

EXHIBIT K: FEDERAL CONTRACT REQUIREMENTS, if applicable

This RFQ is or may become fully or partially Federally funded. To the extent applicable, and in accordance with Federal law, respondents and their subcontracts shall comply with the federal provisions and clauses as enumerated below. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work/services required. The list of Federal provisions and clauses below are not exclusive, and other requirements of Federal, State, or local law and the grant agreement may be applicable to the work.

Furthermore, the Proposer/Contractor shall adhere to all grant conditions as set forth in the requirements of a grant agreement should the project be funded in part or in whole with federal or state funds, which shall be attached to a Task Order as applicable; and:

a. The Contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g., subcontract or sub-agreement).
b. The Contractor (or subcontractors) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
c. The prime Contractor is responsible for compliance with these contracts by any subcontractor, lower -tier subcontractor, or service provider.

FEDERAL CONTRACT PROVISIONS

1. **Drug Free Workplace Requirements (Drug Free Workplace Act of 1988 (41 U.S.C. s. 701 et seq.) 2 CFR 182) 31 CFR Part 20)**. To the extent applicable, the proposer/contractor must comply with the requirements of the Federal Drug Free Workplace Act of 1988.

2. **Conflict of Interest (2 CFR 200.112 and chapter 112.FS).** Applicability: Any federal or state grant funded contract or Contract that may receive federal or state grants funds. Requirement: The proposer/contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable federal or state policy requirements.

   Further, the County is required to maintain conflict of interest policies as it relates to procured contracts which are addressed in the County Procurement Policy and Employee Handbook, hereby incorporated by reference.

3. **Mandatory Disclosures (31 USC 3799-3733, and 38 and Section 287.134 FS)**. Applicability: Any federal grant funded contract or Contract that may receive federal or state grants funds. Requirement: The proposer/contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the proposer/contractor's actions pertaining to this RFQ. The proposer/contractor must disclose in writing all violations of Federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal or state award.

4. **Utilization of Minority and Women Firms (M/WBE) (2 CFR 200.321)**. Applicability: Any federal or state grant funded contract or Contract that may receive federal or state grants funds. Requirement: The proposer/contractor must take all necessary affirmative steps to assure that W/MBE enterprises and labor surplus firms are used, when possible, in accordance with the 2 CFR 200.321. If subcontracts are to be let, the prime proposer/contractor will require compliance by all subcontractors.

Prior to contract award, the proposer/contractor shall document efforts to utilize W/MBE firms, including what firms were solicited as supplies and/or subcontractors as applicable and submit this information with their RFQ. Information regarding certified W/MBE Firms can be obtained from the:

- Florida Department of Management Services, Office of Supplier Diversity
- Florida Department of Transportation
- Minority Business Development or Small Business Administration in most large counties.
- Local Government M/WBE programs in most large counties and cities (e.g., Leon County/City of Tallahassee)

5. **Equal Employment Opportunity (As per 200 CFR, Appendix II(C); 42 CFR 61.1.4; 41 CFR 61-4.3; Executive Order No. 11246, as amended by Executive Order No. 11375).** Applicability: Except as otherwise provided under 41 CFR Part 60, applies to all and contracts that meet the definition of "federally assisted construction project" in 41 CFR Part 60, 1.3. Requirement: During the performance of a contract awarded pursuant to this RFQ, the proposer/contractor agrees to comply fully with federal and state EEO laws. Furthermore, the proposer/contractor will require that all contracts for subcontractors require compliance with federal and state laws and shall include such provisions in competitive procurements and subcontracts.

6. **RESERVED**

7. **RESERVED**

8. **Copeland Anti-Kick Back Act (40 USC 3145, as supplemented by 29 CFR Part 3, and 18 USC 874).** Applicability: When required by Federal program legislation and/or the grant award, federally funded projects in whole or part, and all prime construction contracts in excess of $2,000.00 (or the current federal minimum) awarded by non-Federal entities, including Gadsden County. Requirement: If applicable to this RFQ, the proposer/contractor shall:
   a. Comply with **40 USC 3145, as supplemented by 29 CFR Part 3, and 18 USC 874,** which are incorporated by reference to this RFQ. The proposer/contractor are prohibited from including by any means any person employed in the construction, completion or repair of public work to give up and part of the compensation to which he or she is otherwise entitled.
   b. The prime contractor and its subcontractors shall insert into its contracts the clause above. The prime contractors shall be responsible for the compliance by any subcontractor or lower tier subcontractor.

9. **Contract Work Hours and Safety Standards Act (40 USC 3701-3708, as supplemented by 29 CFR Part 5).** Applicability: All contracts awarded in excess of $100,000.00, unless otherwise provided by Law, that involves the employment of mechanics or laborers. Requirement: If applicable to this *RFQ* the proposer/contractor agrees to comply with all provisions of the Contract Work Hours and Safety Standards Act, as amended or supplemented, which requires contractors who employs mechanics or laborers, 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 half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 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 purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. **Clean Air Act (42 USC 7041-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1378, as amended).** Applicability: All contracts and subgrants awarded in excess of $150,000.00, or the current amount required by law. Requirement: If applicable to this *RFQ* the proposer/contractor agrees to comply with all provisions of the Clean Air Act and the Federal Water Pollution Control Act, as amended or supplemented. Violations must be reported to the County for contracts awarded pursuant to this RFQ, the Federal Awarding Agency, and the regional office of the US Environmental Protection Agency (EPA).

11. **Department and Suspension (2 CFR 200.214, and 2 CFR part 180, Executive Orders 12549 and 12689).** Applicability: All procurements funded fully or in part with federal grant funds. Requirement: proposer/contractor certifies that it and its principles, if applicable, are not presently debarred or suspended by any Federal or State department or agency from participating in this RFQ. Proposer/contractor agrees to verify, to the extent applicable, that each lower tier contractor that exceeds $25,000.00 as a "covered transaction" under the services to be provided is not presently disbarred or otherwise disqualified from participating in the federally funded, in part or whole, services.

    a. The services or the work to be provided pursuant to this RFQ is a covered transaction for the purposes of 2 CFR part 180. As such and as defined by 2 CFR Part 180, the proposer/contractor is required to verify that it and none of its affiliates are excluded or disqualified at the time of submittal of a response to this RFQ and throughout the period of any contract that may arise from an award to this RFQ.
    b. The proposer/contractor must comply with 2 CFR part 180 and must include a requirement to comply with these regulations in any lower tier covered transactions.
    c. The proposer/contractor agrees to accomplish compliance at a minimum by:
        1) Checking SAM (the federal System for Award Management) at http://www.sam.gov.
        2) Will sign a certification (included as Form 12 to this RFQ) statement and will require all its subcontractors to sign a certification (the same or similar to Form 12 to this RFQ).
        3) Insert a clause or condition in the covered transaction (i.e., contract) with the lower tier (sub)contractor.

12. **Byrd Anti-Lobbying Amendment (31 USC 1352).** Applicability: All contracts awarded in excess of $100,000.00. Requirement: The proposer/contractor must sign and submit the attached certification (included Form 17 to this RFQ) with its response. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay or influence any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Furthermore, 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 up to the non-federal (recipient) award. The proposer/contractor will ensure that all its subcontractors certify compliance by having each subcontractor complete a certification included as Form 17 to this RFQ in its response.

13. **Rights to Inventions Made Under a Contract or Agreement (37 Part 401).** Applicability: If the federal award meets the definition of "funding agreement" under 37 CFR 401.2, additional standard patent rights clauses in accordance with 37 CFR 401.14 if applicable.

14. **Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247).** Applicability: All contractors of Gadsden County, when federal funds in part or in whole are being used to fund a contract. Requirement: The proposer/contractor 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 EPA at 40 CFR part 247 that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000.00, or the value of the quantity acquired during preceding fiscal year exceeded $10,000.00; 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.

15. **Access to Records and Reports (2 CFR 337).** Applicability: All contracts that are funded in part or in whole by federal grant funding. Requirement: The proposer/contractor will make available to the awarding agency, the Government Accountability Office, the Comptroller General of the United States, Gadsden County, the Gadsden County Clerk's Office, and any other duly authorized federal, state or local representative any books, documents, papers or other records, including electronic records, of the Contractor, pursuant to this RFQ that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interviews and discussion related to such documents. This right shall continue as long as records are retained pursuant to applicable record retention requirements.

16. **Record Retention (2 CFR 200.334 and 336).** Applicability: All contracts that are funded in part or in whole by federal grant funding. Requirement: The proposer/contractor will retain all required records pertinent to the contract awarded pursuant to this RFQ for a period of not less than three (3) years, unless longer as required by law, beginning on the date described in 2 CFR 200.333, and retained in compliance with 2 CFR 200.333 and 336.

17. **Termination for Default (Breach or Cause) (2 CFR Appendix II Part 200).** Applicability: All contracts that are funded in part or in whole by federal grant funding above $10,000.00. Requirement: If a contractor does not deliver commodities, equipment, or real property in accordance with the Contract the Contractor's proposal, and Task Order if applicable, pursuant to the RFQ, or if for services, the contractor fails to perform in accordance with the Contract, the Contractor's proposal, and Task Order if applicable, pursuant to the RFQ, or if a contractor fails to comply with any other provision of this RFQ, the County may terminate the contract for default. The Contractor will only be paid the contract price for supplies delivered and accepted, or the services performed in accordance with the manner of performance set forth in the contract.

18. **Termination for Convenience (2 CFR Appendix II Part 200).** Applicability: All contracts that are funded in part or in whole by federal grant funding above $10,000.00. Requirement: The County may terminate a contract for convince in whole or in part at any time upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactory performed for which cost can be substantiated.

19. **Safeguarding Personal Identifiable Information (2 CFR 200.82).** Applicability: All contracts that are funded in part or in whole by federal grant funding. Requirement: The proposer/contractor 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.

20. **Prohibition on Utilization of Cost Plus a Percentage of Cost Contracts (2 CFR Part 200).** Applicability: All contracts that are funded in part or in whole by federal grant funding. Requirement: The County will not award contracts funded in part or in whole with federal funding on a cost-plus percentage basis.

21. **Energy Policy and Conservation Act (43 USC 5201 and CFR Appendix II.H Part 200).** Applicability: For contract funded in part or in whole by federal funding above $10,000.00. Requirement: The proposer/contractor will comply with mandatory standards and policies relating to energy efficiency pursuant to the Energy Policy and Conservation Act.

22. **Trafficking Victims Protection Act (2 CFR 175).** Applicability: For contract funded in part or in whole by federal funding. Requirement: The proposer/contractor will comply with the Trafficking Victims Protection Act, as amended or supplemented, which prohibits the proposer/contractor from (1) engaging in severe forms of trafficking in persons during the period of time that this contract is in effect; (2) procuring a commercial sex act during the period of time this contract is in effect; or (3) using forced labor in the performance of the contracted services under this contract. This contract may be unilaterally terminated immediately by the County for the proposer/contractor's violation of this provision, without penalty.

23. **Domestic Preference for Procurements (2 CFR 200.322).** Applicability: For contract funded in part or in whole by federal funding. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for services provided in this contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

24. **Buy American (Build America, Buy America Act, Public Law 117-58, 29 USC 50101, Executive Order 140050).** Applicability: For purchases, funded in part or in whole by federal funding and as required by the funding agency, of iron, steel, manufactured products, and construction materials permanently incorporated into infrastructure projects must be produced in the United States. Requirement: The requirements of the Buy American will be applied based on the grant award and granting agency. If Buy American is required, it will be specifically required in the RFQ and the contract.

25. **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (2 CFR 200.216, Public Law 115-232, Section 887).** Applicability: All contracts funded in part or whole with federal funds. Requirement: The proposer/contractor and any of its subcontractors are prohibited to obligate or spend federal grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter in a contract to procure or obtain equipment, services, or systems as a substantial or essential component of any system, or as a critical technology as part of any system, as described in Public Law 115-232, section 889.

26. **Enhanced Whistleblower Protections (41 USC 4217).** Applicability: National Defense Authorization Act of 2013, extending whistleblower protections to proposer/contractor's employees may apply to federal grant funds involved with this contract. Requirement: An employee of the proposer/contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 USC 4217, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant award, a gross waste of federal funds, an abuse of authority relating to a federal contract or federal grant award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or federal grant award.

27. **Federal Funding Accountability Act (FFATA) (2 CFR 200.300, 2 CFR Part 170).** Applicability: All contracts funded in part or whole with federal funds. Requirement: In accordance with FFATA, the proposer/contractor shall upon request, provide to the County information as specified and required by FFATA, see FFATA Act (2006) | GRANTS.GOV.

28. **Federal Awardee Performance and Integrity Information System (FAPIIS) (the Duncan Hunger National Defense Authorization Act of 2009) (Public Law 110-417, 2 CFR Appendix XII, Part 200).** Applicability: All contracts funded in part or whole with federal funds. Requirement: The proposer/contractor, if subject to Public Law 110-417, shall update the information in the Federal Awardee Performance and Integrity Information System (FAPISS) on a semi-annual basis, throughout the life of this [contract/resulting contract], by posting the required information in the System for Award Management via http://www.sam.gov

29. **Never Contract with the Enemy (2 CFR Part 183).** Applicability: Only to federal grants and cooperative agreements in excess of $50,000.00 performed outside the United States, including US territories and are in support of a contingency operation in which members of the Armed Forces are activity engaged in hostilities. Requirements. In the event the *Never Contract with Enemy* provision is applicable, it will be stated and required in the RFQ documents and contract.

30. **Government Seals, Logos and Flags.** Applicability: All contracts funded in part or whole with federal or state funds. Requirement: The proposer/contractor shall not use any federal, state and local seal(s), logos, crests, or reproduction of flags or likenesses of any federal, state and local agency without specific and written approval.

31. **No Obligation by Federal Government.** Applicability: All contracts funded in part or whole with federal funds. Requirement: The federal government is not a party to this RFQ or this contract and is not subject to any obligations or liabilities to the non-federal entity, or any other party pertaining to any matter resulting from this RFQ or this contract.

The _____ [insert name of the signatory] on behalf of _____ the proposer/consultant is authorized to sign below and confirms that the proposer/contractor has read and understands all federal provisions and clauses herein, and if fully able to comply with these federal provisions and clauses to this RFQ and the contract. Furthermore, the proposer/consultant has made inquiries and further examination of the law and requirements as necessary for applicability and compliance.

Date: _____ Signature: _____

Company: _____ Name: _____

Address: _____ Title: _____

Email: _____

Phone No: _____

APPENDIX B: CHECKLIST OF REQUIRED FORMS, DOCUMENTS, and CERTIFICATIONS:

CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:

Please submit the items on the following list and any other items required by any section of this RFQ. ***The checklist is provided as a courtesy and may not be inclusive of all items required within this RFQ:***

FORMS CHECKLIST

_____**Form 1 – Proposal Transmittal (Submittal) Form (on proposer's letterhead)**
_____**Form 2 – Qualification Application and Questionnaire**
_____**Form 3 – References and Conflicts**
_____**Form 4 – Indemnification/Hold Harmless**
_____**Form 5 – Public Entity Crimes**
_____**Form 6 – Equal Opportunity/Affirmative Action**
_____**Form 7 – Drug Free Workplace**
_____**Form 8 – Conflict of Interest**
_____**Form 9 – Non-Collusion**
_____**Form 10 – Ethical Business Practices**
_____**Form 11 – Subcontracting**
_____**Form 12 – Debarment/Suspensions**
_____**Form 13 – Employee Eligibility Verification (E-Verify)**
_____**Form 14 – Insurance Certification/Policy Endorsements**
_____**Form 15 – Comments on Draft Contract**
_____**Form 16 – System of Award Management (SAM.gov)**
_____**Form 17 – Byrd Anti-Lobbying**
_____**Form 18A – Performance Bond**
_____**Form 18B – Payment Bond**
_____**Form 19 – Civil Rights**
_____**Form 20 – Anti-Human Trafficking**
_____**Form 21 – Foreign County of Concern**
_____**Form 22 – Truth in Negotiation**

APPENDIX XX: SAMPLE TASK ORDER AND COST SUMMARY FOR NEGOTIATED TASK ORDERS

TASK ORDER #

Consultant Name:

RFQ #_____

Project Title: _____

Is project grant funded in part or whole? ___Yes or ___No (If yes, attach grant agreement and note any special conditions or provisions.)

Section I. BACKGROUND Section [Project Name, purpose, project location, background, including if grant funding involved/grant number, etc.)

II. SCOPE OF SERVICES – ARCHICTURAL

A. Preliminary Design Services (or Other Services/Reports/etc.)

B. Final Design Services (or Other Services/Reports/etc.)

C. LIST ALL ARCHICTURAL SERVICES REQUIRED FOR THE PROJECT [to be negotiated between the County and the Contractor based on the project scope of work, the RFQ #_____ and awarded contract. (note, other services may be addressed in a separate Task Order following completion of the final design, at the County's discretion.)

Section III. SUB-CONSULTANTS/CONTRACTORS

List the names and the general tasks/responsibilities for any proposed subconsultants. Identify subcontractors that were not included in the original response to the RFQ #_____, and note if they are certified minority firms.

Section IV. COUNTY'S RESPONSIBILITY [to be negotiated between the County and the Contractor based on the project scope of work, the RFQ #_____ and awarded contract.

Section V. DELIVERABLES [to be negotiated between the County and the Contractor based on the project scope of work, the RFQ #_____ and awarded contract.

Section VI. SCHEDULE [to be negotiated between the County and the Contractor based on the project scope of work, the RFQ #_____ and awarded contract.

Section VII. METHOD OF COMPENSATION This section will include any allowances (surveying, geotech, permitting, etc.) set aside for work not covered under the actual services previously described.

[Liquidated damages? Delay damages?]

Attachments:

A. Project Tasks/Personnel/labor-hour Estimation
B. Grant Agreement #_____(to be attached if project is funded in whole or in part with grant funds)
C. Special Conditions or Provisions (to be attached if applicable to a specific task order)

NAME OF FIRM

AUTHORIZED REPRESENTATIVE SIGNATURE/DATE

AUTHORIZED REPRESENTATIVE NAME AND TITLE

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

AUTHORIZED REPRESENTATIVE SIGNATURE/DATE

AUTHORIZED REPRESENTATIVE NAME AND TITLE

Sample Gadsden County Cost Summary for Negotiated Task Order

Part 1 – General Information	
1. Project Name:	**2. Grant Information if applicable (awarding agency/number**
3. RFQ Number:	
3. Contractor's Name:	**4. Date of Proposal:**
5. Contractor's Address:	**6. Type of Service to Be Provided:**

Part 2 – Cost Summary			
7. Direct Labor *(Specify labor categories.)*	Hourly Rate	Estimated Cost	**Totals**
Direct Labor Total			
8. Indirect Costs *(Specify indirect costs.)*	Base	Estimated Cost	
Indirect Costs Total			
9. Other Direct Costs			
a. Travel		Estimated Cost	
1) Transportation			
2) Per Diem			
Travel Subtotal			
b. Equipment, Materials & Supplies *(List items.)*	Cost	Estimated Cost	
Equipment Subtotal			
c. Subcontracts		Estimated Cost	
Subcontracts Total			
d. Other		Estimated Cost	
Other Subtotal			
Other Direct Costs Total			
10. Total Estimated Cost			
11. Profit			
12. Total Price			

INSTRUCTIONS TO PROPOSERS

Proposers interested in the land development project are instructed to submit one (1) original, five (5) copies, and one (1) electronic copy (non-returnable USB flash drive) of its complete Proposal in accordance with Section 1.0 Schedule of Events to the County Purchasing Office (see address below). **Proposals received after the date and time listed in Section 1.0, Schedule of Events will not be considered.**

All proposals, attachments, and supporting documentation must be bound and delivered ***SEALED*** to the County Purchasing Office at the address shown below no later than the time and date set for receipt for Proposals, unless otherwise amended in accordance with Section 1: Schedule of Events.

Deliver OR Mail the Proposal in a sealed envelope/package to:

GADSDEN COUNTY PURCHASING OFFICE
ATTN: RFQ 2025-01
HAND DELIVER TO: Suite 5-B East Jefferson Street
MAILING Address: PO Box 1799
QUINCY, FL 32351

The front lower left-hand corner of each **SEALED** envelope/package must contain the following information for proper identification:

CMAR Courthouse Renovations RFP 2026-04 Attention: PURCHASING OFFICE **DUE NO LATER THAN: Thursday, Mach 28, 2026 @ 10:00 AM**

1. Include name and address of Proposer to each sealed envelope/package.
2. If Proposal is contained in multiple packages, number each sealed envelope/package sequentially, i.e., "1 of 3", "2 of 3", "3 of 3".

All proposals will be recorded, and date stamped at the Gadsden County Purchasing Office located at the address above.

Submission of Proposals by fax or other electronic means will not be accepted. Any proposals received after the stated time and date will not be considered. Late Proposals will not be opened at the public opening. Arrangements may be made for the unopened Proposals to be returned at the Proposers request and expense.

Proposals may be withdrawn or modified only in writing in accordance with this RFQ, Section 8.19.

Proposers Must Address:
The Proposal must address the requirements in a clear and concise manner in the order stated herein. The proposal must be divided as described below and must include the information/documents specified in the applicable divider. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.

Required forms can also be provided in Microsoft Word format, upon request. Please contact the Purchasing Office (see Section 8.5 for contact information).

The County reserves the right to seek additional/supplemental representation on specific issues as needed.

Proposal must be typed. **No changes in or corrections to the Proposals will be allowed after the Proposals are opened.**

The Signer of the Proposal must declare that the Proposal in all respects is fair and in good faith without collusion and that the signer of the Proposal has the authority to bind the Principal Proposer.

The County will not be liable for any costs incurred by Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward and concise description of their ability to meet the RFP requirements.

PROPOSAL CONSTRUCTION

Proposers will construct their Proposal in the following format as outlined and a divider must separate each section as prescribed.

TAB 1 – PROPOSAL TRANSMITTAL FORM ON THE PROPOSER'S LETTERHEAD (Form 1)

All signatures must be by an individual with authority to legally bind the Proposer, witnessed, and corporate and/or notary seal (as applicable). If the individual signing the Proposal Transmittal Form (see Form 1) does not have the apparent authority to legally bind the Proposer, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from https://dos.fl.gov/sunbiz/search/ as certification of this required information. Verify that all addenda and tax identification numbers have been provided.

TAB 2 – EXECUTIVE SUMMARY OF EXPERIENCE AND QUALIFICATIONS, INCLUDING PROPOSED SUBCONTRACTORS AND, THE QUALIFICATION APPLICATION AND QUESTIONAIRE (Form 2)

Proposers must have a minimum of five (5) continuous years of professional services in the State of Florida, and a preference will be given to those with experience with local governments for similar projects.

1. **Executive Summary, to include, and limited to ten (10) pages front and back:**

a. Provide an organizational overview of the history, capability, and business ability of the Proposer, relative to this RFP. Include information on organizational structure.
b. Identify by name, title, company, and address of each principal in the development team.
c. Summarize Proposer qualifications and experience related to this RFQ and similar projects.
d. Describe the team structure. Include and identify key team members by name, title, company, address, and their role, e.g., environmental, architect, civil engineer, legal, real estate broker, marking representative, contractors, and any other pertinent key members (employees and contractors). Include resumes of all key team members.
e. Proposed Subcontractors: List all proposed subcontractors, with company name, their role, and qualifications, as well as key staff, their role and resumes.

2. Include under this tab behind the Executive Summary, the properly completed, signed and notarized **Form 2, Qualifications Application and Questionnaire. Additional** pages may be added to Form 2 if needed. Form 2 is not included in the ten (10) page Executive Summary cap.

TAB 3: LETTERS OF REFERENCE (Form 3)

1. Include under this tab, no less than three (3) current reference letters from similar and relevant projects completed within the last five (5) years.
2. Each letter should include a brief description of the project and results, date of the project, and name of contact person with phone number and email address.
3. Letters must be on the entities' letterhead and signed by an authorized official.

TAB 4: PROJECT APPROACH

1. Provide a description of the firm's general approach to the proposed scope of work/services.
2. Provide availability of the primary contractor relative to current and future client workload.
3. Explain the firm's familiarity and understanding of providing the provision of requested and needed services pursuant to this RFQ.
4. Explain the firm's ability and willingness to comply with the RFQ requirements.

TAB 5: MBE PARTICIPATION

1. Identify all MBE subcontractors that will be utilized for this project, a copy of their State of Florida or other local government MBE certification, their role and estimated percentage of the work to be provided.

TAB 6: FORMS

The following forms must be properly and fully completed, and signed by a person of authority to bind the Proposer and included under Tab 6:

Form 4	Indemnification and Hold Harmless Statement
Form 5	Public Entity Crimes Sworn Statement
Form 6	Equal Employment Opportunity/Affirmative Action Statement
Form 7	Drug-Free Workplace Certification
Form 8	Conflicts of Interest Disclosure
Form 9	Non-Collusion Affidavit
Form 10	Ethics Clause and Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
Form 11	List of Proposed Subcontractors
Form 12	Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
Form 13	E-Verify Certification
Form 14	Insurance Certification
Form 15	Comments on Draft Contract

APPENDIX B: CHECKLIST OF REQUIRED FORMS, DOCUMENTS, and CERTIFICATIONS:

CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:

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_____**Form 6 – Equal Opportunity/Affirmative Action**
_____**Form 7 – Drug Free Workplace**
_____**Form 8 – Conflict of Interest**
_____**Form 9 – Non-Collusion**
_____**Form 10 – Ethical Business Practices**
_____**Form 11 – Subcontracting**
_____**Form 12 – Debarment/Suspensions**
_____**Form 13 – Employee Eligibility Verification (E-Verify)**
_____**Form 14 – Insurance Certification/Policy Endorsements**
_____**Form 15 – Comments on Draft Contract**
_____**Form 16 – System of Award Management (SAM.gov)**
_____**Form 17 – Byrd Anti-Lobbying**
_____**Form 18A – Performance Bond**
_____**Form 18B – Payment Bond**
_____**Form 19 – Civil Rights**
_____**Form 20 – Anti-Human Trafficking**
_____**Form 21 – Foreign County of Concern**
_____**Form 22 – Truth in Negotiation**

FORM 1 – PROPOSAL TRANSMITTAL (SUBMITTAL) FORM (TO BE ON PROPOSER'S LETTERHEAD)

The Board of County Commissioners of Gadsden County reserves the right to accept or reject any and/or all proposals in the best interest of Gadsden County.

Eric Hinson, Board Chair
Gadsden County Board of County Commissioners

This submittal of _____, ("Firm") organized and existing under the laws of the State of _____doing business as _____(Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Gadsden County, ("County").

In compliance with the RFQ 26-06, this Firm proposes to perform all work as detailed in this submittal.

By this Submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

This Proposal is in response to the RFQ 26-08 Old Courthouse renovations and restoration which is submitted by the below-named firm/individual by the undersigned, authorized agent.

_____
(Firm Name)

BY_____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

_____

TELEPHONE _____

E-MAIL _____

FEID #_____ **SAM UEI#**_____

LISTING OF ANY CERTIFICATIONS OR LICENSES CURRENTLY HELD:

NAME:_____**NUMBER:**_____**STATE:** _____

NAME:_____**NUMBER:**_____**STATE:**_____

NAME:_____**NUMBER:**_____**STATE**

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated_____ **Initials**____
Addendum #2 dated_____ **Initials**____
Addendum #3 dated_____ **Initials**__
Addendum #4 dated_____ **Initials**____
Addendum #5 dated_____ **Initials**__

FORM 2 – QUALIFICATION APPLICATION AND QUESTIONNAIRE

All qualification packages must be submitted with the BID to be considered. No exceptions.

PURPOSE: To provide Gadsden County with reasonable assurance that the Proposer/Bidder has the financial assets, resources, workforce, and experience to complete the work and fulfill an agreement with the County.

FIRM NAME: _____

BUSINESS ADDRESS:_____

CITY, STATE, ZIP: _____

PHONE NUMBER WITH AREA CODE: _____

EMAIL:_____

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. What is the Proposer's/Bidders current Florida licensure for the work proposed?

2. Number of years the Proposer's/Bidder's organization has been in business.

3. Describe and provide contact information for current ***projects that you have underway***. Will you have a project(s) underway that might interfere with the start of the work and completion schedule? The proposer/bidder is not limited to three (3) projects; please add additional projects if more than three (3) projects.

   Project 1:
   Name of
   Project_____

   Owner: _____Telephone Number:_____

   Address:_____

   Date Started:_____ Date Completed:_____ Contract Value:_____

   Team Members:
   _____

   Project Description:
   _____

   _____

   Project 2:
   Name of Project:_____

   Owner: _____Telephone Number:_____

   Address:_____

   Date Started:_____ Date Completed:_____ Contract Value:_____

   Team Members:
   _____

Project Description:

_____

_____

Project 3:
Name of Project_____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed:_____ Contract Value:_____

Team Members:

_____

Project Description:

_____

_____

4. List and provide a brief description of projects ***completed*** similar in type, size, or larger, and nature as the one proposed in this RFQ. The proposer/bidder is not limited to three (3) projects; please add additional projects if more than three (3) projects.

Project 1
Name of Project_____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed: _____ Contract Value:_____

Team Members:

_____

Project Description:

_____

_____

Project 2
Name of Project:_____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed:_____ Contract Value:_____

Team Members:

_____

Project Description:

_____

_____

Project 3
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed:_____ Contract Value:_____

Team Members:

_____

Project Description:

_____

_____

5. List any ***additional references you would like to include outside of projects*** similar in scope to this project.

Project 1
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Project Description:

_____

_____

Project 2
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Project Description:

_____

_____

Project 3
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Project Description:

_____

_____

6. List the ***projects underway or completed in Gadsden County***, Florida, if any, in the past five (5) years:

Project 1
Name of Project:_____

Owner: _____ Telephone Number:_____

Address:_____

Date Completed: _____ Contract Value:_____

Project Description:

_____

_____

Project 2
Name of Project:_____

Owner: _____Telephone Number:_____

Address:_____

Date Completed:_____ Contract Value:_____

Project Description:

_____

_____

Project 3
Name of Project: _____

Owner: _____Telephone Number:_____

Address:_____

Date Completed:_____ Contract Value:_____

Project Description:

_____

_____

7. Has the Proposer/Bidder failed to complete any work awarded (contracted)? If yes, where and way?

_____

_____

8. List all past and current project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving the Proposer/Bidder (Company) for the last three (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).

_____

_____

_____

9. State the true and exact, correct, and complete name under which the Proposer/Bidder does business:

PROPOSER/BIDDER IS:

SOLE PROPRIETORSHIP

_____ (SEAL)
(Individual's Signature/Date)

_____
(Individual's Name)

Florida Business License No. and Expiration Date: _____

Business Address: _____

Phone Number: _____ Email: _____

A PARTNERSHIP

_____ (SEAL)
(Partnership's Name)

_____
(General Partner's Signature/Date)

_____
(General Partner's Name)

Florida Business License No. and Expiration Date: _____

Business Address: _____

Phone Number: _____ Email: _____

A CORPORATION

_____ (SEAL)
(Corporation Name)

_____
(State of Incorporation)

*By:*_____
(Name of Person Authorized to Sign)

_____
(Title)

_____
(Authorized Signature/Date)

Florida Business License No. and Expiration Date: _____

Attest: _____
(Secretary/Date)

Business Address: _____

Phone Number: _____ Email: _____

10. LIST ALL PRINCIPALS OF ORGANZATION (President, Vice-President, Secretary-Treasurer, Partner, etc.)

_____

_____

_____

_____
Signature of Person Submitting Application/Date

_____
Printed Name of Person Submitting Application

_____
Title of Person Submitting Application

FORM 3: REFERENCES AND CONFLICTS

Proposer/Bidder Name:_____

Proposers/Bidders are required to submit with their Proposal/Bid references and conflicts in accordance with the RFQ with which they have provided similar services as requested in this solicitation. Proposers/Bidders shall use this form to provide the required reference information. The BOCC/COUNTY reserves the right to contact any and all references in the course of this RFQ and make a responsibility determination, not subject to review or challenge.

REFERENCES

FORMER CLIENTS and Project Description	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	

Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

CONFLICTS, IF APPLICABLE

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Authorized Signature:_____

Name: _____ **Title:**_____

FORM 4: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

Form 5 – Public Entity Crimes

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

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

1. This sworn statement is submitted to Gadsden County Board of County Commissioners

By:_____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

Whose business address is:

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is._____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
_____.

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

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

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

   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 ofan affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding

contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

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

_____
(Signature)

Sworn to and subscribed before me this_____ day of, 20__.

Personally known_____OR Produced identification_____
(Type of identification)

_____
NOTARY PUBLIC

Notary Public - State of _____

My commission expires:_____

_____
Printed, typed,or stamped commissioned name of notary public

Form 6 – Equal Opportunity/Affirmative Action

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulationsprohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

Form 7 – Drug Free Workplace

DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurementof commodities or contractual services, a response received from a business that certifies that it has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to,any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5) Impose a sanction, on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR_____TITLE_____

AUTHORIZED SIGNATURE_____DATE _____

Form 8 – Conflict of Interest

DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee, or agent is also an officer or an employee of the Gadsden County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Gadsden County:

_____ _____

_____ _____

Name of a State Officer or Employee that owns 5% or more in Respondent's firm:

_____ _____

_____ _____

_____
Name

_____
Company

_____
Date

Form 9 – Non-Collusion

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes, and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Gadsden County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

_____
(Name of Corporation, Partnership, Individual, etc.)

a,_____ formed under the laws of_____
(Type of Business) (State or Province)

of which he is._____.
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Gadsden County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

_____ _____
AFFIANT'S NAME AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME on this____day of _____ (month) 20____(year)

Personally Known_____or Produced Identification_____

Type of Identification_____

_____
Notary Public

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Form 10 – Ethical Business Practices

ETHICS CLAUSE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress,or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federalgrant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Date

_____ _____

Name of Authorized Individual Name of Company/Organization

_____

Address of Company/Organization

_____

Form 11 – Subcontracting

LIST OF PROPOSOSED CONTRACTORS AND SERVICES TO BE PERFORMED

Please identify any subcontractors that Proposer is currently working with or has worked with in the past.

Subcontract 1 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 2 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 3 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 5 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 6 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 7 Name: City/State/Zip Services to Perform and Percentage:

Form 12 – Debarment/suspensions

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERSPRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
   b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

_____
Signature

_____
Title

_____
Contractor/Firm

_____
Address

Form 13 – Employee Eligibility Verification (E-Verify)

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employeeshired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFQ regarding E-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Form 14 – Insurance Certification/Policy Endorsements

REQUIRED POLICY ENDORSEMENTS AND DOCUMENTATION

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of thecontract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Gadsden County, Florida, its Officers, employees, and volunteers)
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Gadsden County, Florida, its officers, employees, and volunteers)-

General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name_____ Signature_____
Typed or Printed

Date _____ Title_____
(Company Risk Manager or Manager with Risk Authority)

Form 15 – Comments on Draft Contract

Comments on Draft Contract

Describe any anticipated problems with the draft contract, and your proposed solutions. If no anticipated problems were found, indicate "None".

1. **Contract problem and issue (include article number and specific problem).**

2. **Objection by Proposer/Bidder**

3. **Suggested Resolution**

_____ _____

Signature/Authorized Certifying Official Date

_____ Typed Name and Title

Form 16 – System of Award Management (SAM.gov)

Include copy of print out from SAM.gov website showing valid registration of entity with UEI and FEIN numbers

For Example:

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS ● Active Registration

Unique Entity ID:
RB45LAJS8GZ8

CAGE/NCAGE:
5EQY6

Doing Business As:
(blank)

Physical Address:
5 E JEFFERSON ST
QUINCY, FL 32351-2405 USA

Expiration Date
Sep 11, 2026

Purpose of Registration:
All Awards

Form 17 – Byrd Anti-Lobbying

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature/Authorized Certifying Official Date

_____Typed Name and Title

Form 18A – Performance Bond

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

_____CONTRACTOR (Name)

_____Address

_____SURETY (Name)

_____Address of Principal Place of Business

_____OWNER (Name)

_____Address

_____CONSTRUCTION CONTRACT Date

_____Amount

_____Description (Name and Location)

_____BOND Date (Not earlier than Construction Contract Date)

_____Amount

_____Modifications to this Bond Form

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the following two pages, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company_____ (Corp. Seal)

Signature_____

Name and Title _____

SURETY
Company_____ (Corp. Seal)

Signature_____

Name and Title _____

(Attach Power of Attorney)

Form 18B – Payment Bond

Payment Bond

_____Date Bond Executed (Must be same or later than date of contract)

_____Principal (Legal name

_____Business address

_____Type Of Organization
(Choose one: individual, partnership, joint venture, corporation, other (specify))

_____State Of Incorporation

_____Penal Sum of Bond
(amount; contract date; contract number)

Obligation:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

_____Witness:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

_____Principal Signature

_____Printed Name and Title

_____Individual Surety(ies) Signature

_____Printed Name and Title

_____Corporate Surety(ies) Signature

_____Printed Name and Title

Form 19 – Civil Rights

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, SECTION 1557 OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT, AND FEDERAL CONSCIENCE AND NONDISCRIMINATION LAWS

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. § 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin (including limited English proficiency) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex (including pregnancy, sexual orientation, and gender identity), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services(45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin (including limited English proficiency), age, disability, or sex (including pregnancy, sexual orientation, and gender identity) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.

As applicable, the Church Amendments, as amended (codified at 42 U.S.C. § 300a-7), the Coats-Snowe Amendment (codified at 42 U.S.C. § 238n), the Weldon Amendment (e.g., Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, Div. H, Title V § 507(d), 136 Stat 49, 496 (Mar. 15, 2022)) as extended by the Continuing Appropriations and Ukraine Supplemental Appropriations Act, 2023, Pub. L. No. 117-180, Div. A, § 101(8) (Sep. 30, 2022); Section1553 of the Patient Protection

and Affordable Care Act, as amended (codified at 42 U.S.C. § 18113), and Section1303(b)(4) of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18023(b)(4)), and45 C.F.R. Part 88, to the extent that the rights of conscience are protected and associated discrimination and coercion are prohibited, in any program or activity for which the Applicant receives Federal financial assistance. Consistent with applicable court orders, the version of Part 88 in effect as of [October 20, 2022] is found at 76 Fed. Reg. 9968-9977 (Feb. 23, 2011).

The Applicant agrees that compliance with this assurance constitutes a material condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees, and assignees for the period during which such assistance is provided.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

_____Name of Agency Receiving/Requesting Funding

_____Title of Authorized Official

_____Printed Name of Official

_____Signature of Authorized Official

_____Date

Form 20 – Anti-Human Trafficking

Human Trafficking Attestation

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with The Florida International University Board of Trustees or any of its direct support organizations (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

3. Nongovernmental Entity has read the foregoing attestation, confirms that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

_____ Nongovernmental Entity

_____ Printed Name

_____ Title

_____ Signature

_____ Date

Form 21 – Foreign County of Concern

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355) This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

_____Signature

_____Printed Name

_____Title

_____Date

Form 22 – Truth in Negotiation

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

_____

Name of Consultant

_____

By

_____

Date

Board of County Commissioners
Agenda Request

Date of Meeting: **March 3, 2026**

Date Submitted: **February 20, 2026**

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Trudei Porter, Finance Director

Subject: Approval of Budget Amendment for FY2026

Statement of Issue:

This agenda item seeks Board approval of Budget Amendment 26-058 and authorization for the Interim County Administrator and Finance Director to complete and execute all budget amendments necessary to maintain a balanced budget for Fiscal Year 2026 BOCC budget.

Background:

Florida Statute 129.01 (2) (b) requires that the County's budget be balanced. Additionally, Florida 129.06 (2) permits the board to amend the current fiscal year's budget. (2)(d) allows the budget to be amended due to receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gift, or reimbursement for damages, may, by resolution spread on its minutes, be appropriated and expended for that purpose. The resolution may amend the budget to transfer funds to properly account for unanticipated revenue.

Analysis:

The attached budget amendment is to adjust general fund revenue and expense budgets.

Fiscal Impact:

No Fiscal Impact

Options:

1. Approve the attached Budget Amendment and authorize the Interim County Administrator and Finance Director to complete and execute the attached amendment.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

Narrative
Budget Amendment

BA# **26-058**

Gadsden County BOCC Budget Amendment Form

Date: 2/20/2026
Fiscal Year: 2025-26
Department:
Agenda Item:

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
001		366-1009	DONATIONS	-	10,000.00	10,000.00

#1 Subtotal				**-**	**10,000.00**	**10,000.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
001	1012	54820	EVENT FUNDS	-	5,000.00	5,000.00
001	0450	51300	OTHER SALARIES & WAGES	311,560.00	4,645.00	316,205.00
001	0450	52100	FICA TAXES	39,134.00	355.00	39,489.00

#2 Subtotal	**350,694.00**	**10,000.00**	**360,694.00**

#3 Balancing (Subtotal Line #1 Less Subtotal Line 2) -

Notes

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

Amendment Narrative

BUDGET AMENDMENT #26-058 - FUND 001 – SETUP BUDGET FOR DONATION FROM WASTE PRO - $5,000 ELDER AFFAIRS AND $5,000 FOR YOUTH SUPPORT SERVICES – TOTAL INCREASE TO THE FUND $10,000

0020003043 GADSDEN COUNTY BOCC WASTE PRO USA 12/19/2025 55085304

Ref Nbr	Invoice Nbr	Invc Date	Invoice Amount	Amount Paid	Disc Taken	Net Check Amt
1900051073	GAD SENIORDINNER	12/01/2025	10,000.00	10,000.00	0.00	10,000.00

001-366-1009

Waste Pro-Elder Affairs

5000.00

WastePro-Youth Svcs

5000.00

Capital City Bank

Drawer: 6604 02/19/26
Trans#: 6 9:32 AM
QUINCY OFFICE
Account Ending In **********0301
DDA Deposit **$10,000.00**

Capital City Bank |Member FDIC
Subject to Bank's Terms and Conditions

Enroll in Level Up Checking & Savings!

WELLS FARGO BANK, NA
11-24/1210

WASTE PRO
Caring For Our Communities

2101 W. State Road 434 Suite 315
Longwood, FL 32779

CHECK # 55085304
DATE 12/19/2025
Check Amount
****10,000.00
US Dollars

PAY -TEN THOUSAND and 00/100----------

TO THE ORDER OF
GADSDEN COUNTY BOCC
PO BOX 1799
QUINCY FL 32351

VOID AFTER 90 DAYS

Authorized Signature

⑈55085304⑈ ⑆121000248⑆ 4940000979⑈

Pheshe Bennett

From: Loyd Childree <lchildree@wasteprousa.com>
Sent: Wednesday, February 18, 2026 5:23 AM
To: Pheshe Bennett
Subject: Waste Pro

Good morning, Ms. Bennett,

I hope this email finds you well, I am sending this email as Waste Pro's approval for the use of our $10,000 contribution to the County. Please use $5,000 for Elder Affairs "Senior Center" and $5000,00 for the Born2beaman 'Youth Support Services"

Please let me know if you need anything else, Waste Pro is proud to be a part of the Gadsden County Community,

Loyd Childree
Director of Governmental Affairs
Municipal Marketing Manager
Waste Pro – Coastal Region
Cell: (850) 544-2226

Board of County Commissioners
Agenda Request

Date of Meeting: March 03, 2026

Date Submitted: February 23, 2026

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Dewayne Ford, EMS Chief

Subject: Approval to post ITB 26-07 for Construction of Emergency Management Services (EMS)-Quincy Facility

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Statement of Issue:
This agenda item seeks Board approval to post ITB 26-07 for Construction of Emergency Management Services (EMS)-Quincy Facility. Approval of this item will allow the Bid to be advertised and posted for qualified respondents.

Background:
This project is funded with federal HUD dollars through a Florida Commerce CDBG-DR grant agreement M0026 and will begin construction of a fully designed Emergency Management Services (EMS) facility located at 264 Joe Thomas Road, Quincy, FL.
The new EMS-Quincy Facility includes the space and functionality of a typical EMS station, a one-story building and will be approximately 9,015 square feet upon completion. The project will provide ambulatory/EMT, fire, biohazard disposal services, and emergency shelter services, all of which will benefit the entire Gadsden County.

The proposed EMS facility will improve public safety infrastructure and strengthen Gadsden County's ability to respond to emergencies, disasters, and public health events. The facility will serve residents throughout the County and is consistent with CDBG-DR program objectives to support disaster recovery, mitigation, and community resilience. The Invitation to Bid will provide a qualified General Contractor to collaborate with the engineer on record, Clemons Rutherford & Associates.

Analysis:
This is a new bid that replaces the rejected bid RFP 26-01. The respondent proposers to RFP 26-01 all came in way above the allowable costs for the project from the grant agreement. Commerce was approached to increase the award to accommodate the price of the recommended bidder but Commerce declined to increase the award. This is reissued as an ITB so that the County will have the opportunity to negotiate costs and make adjustments to proposals to keep them within the confines of the award construction limits in the award.

Fiscal Impact:
There is no fiscal impact associated with this posting this bid. The costs for construction will be covered by the grant. This is a cost reimbursement award.

Options:
1. Approve staff to post ITB 26-07 for Construction of Emergency Management Services (EMS)-Quincy Facility
2. Do not approve
3. Board direction.

County Administrator's Recommendation:
Option 1.

Attachments:
Materials to be Provided

Gadsden County
Board of County Commissioners

INVITATION TO BID (ITB) FOR CONSTRUCTION OF EMERGENCY MANAGEMENT SERVICES (EMS) - QUINCY FACILITY

ITB Number: 2026-07

The project is funded through the Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida General Infrastructure Repair Program through the Florida Department of Economic Opportunity (DEO), Florida Commerce HUD CDBG-DR sub-award grant agreement Grant Agreement M0026

https://www.gadsdencountyfl.gov/home
Bids & ITBs | Gadsden County, FL (gadsdencountyfl.gov)

- **Gadsden County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.**
- **Gadsden County is an Equal Opportunity Employer**
- **MBE/WBE businesses are encouraged to participate**
- **Gadsden County strictly enforces open and fair competition**

ADA - Special Accommodations: Any person requiring accommodation by the County due to a disability should call the Purchasing Office at 850-875-7243 or 850-627-4053 at least five (5) business days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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INTENT AND GENERAL INFORMATION

SECTION 1: SCHEDULE OF EVENTS AND QUESTIONS

SECTION 2: CONE OF SILENCE

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SECTION 5: BID RECEIPT AND OPENING

SECTION 6: EVALUATION OF BIDS AND SELECTION PROCESS

SECTION 7: INTENT TO AWARD AND CONTRACT EXECUTION

SECTION 8: STANDARD TERMS AND CONDITIONS (STAC)

APPENDIX

A. Draft Contract

ATTACHMENTS (PROVIDED AS SEPARATE DOCUMENTS)

1. Instructions to Bidders and Bid Construction
2. Required Forms and Certifications
3. Florida Commerce HUD CDBG-DR sub-award grant agreement M0026
4. Engineering Study of Mechanical, Electrical, and Plumbing Systems
5. Engineering Drawings and Specifications

NOT ATTACHED BUT INCORPORATED BY REFERENCE

The following documents are not attached but are hereby incorporated by reference and available upon request per the ITB Sections 1.0, 3.0, and 8.5

1. Signed and Sealed Design Plans
2. Commerce Grant Agreement M0026

INTENT AND GENERAL INFORMATION

Gadsden County Board of County Commissioners (i.e., "Board" or "County") is seeking Bids from General Contractors licensed in the State of Florida (i.e., "Bidder" or "Bidders") for the construction of a fully designed Emergency Management Services (EMS) facility located at 264 Joe Thomas Road, Quincy, FL to fit the needs of the Gadsden County Emergency Services. The project will provide ambulatory/EMT, fire, biohazard disposal services, and emergency shelter services, all of which will benefit the entire Gadsden County. It is located on a four-acre parcel of Gadsden County property identification number 3-24-2N-4W-000-00410-0000.

This project is funded with federal HUD dollars through a Florida Commerce CDBG-DR grant agreement M0026, and therefore, is subject to federal HUD laws, 2 CFR 200 Part 2, and the grant agreement.

Interested firms and individuals who are currently under contract with Gadsden County under previously issued solicitations, and who are interested in this Project, must submit a Bid at this time.

A Bidder interested in preparing a response for this ITB (i.e., solicitation) must complete the requirements set forth in this ITB, its attached documents and documents incorporated by reference, and any addendum issued by the County, (collectively referred to as the "ITB"). Under the Bid process of Gadsden County, the conditions set forth herein are binding on the Bidder as confirmed by the signature of a person with legal authority to bind the Bidder on the cover letter transmitting (ITB Attachment 2: Form 1: Bid Transmittal) its Bid to the County in response to this ITB.

While every effort is made to ensure the accuracy and completeness of information in this ITB, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the ITB. It is the responsibility of the Bidder to include in their Bid all pertinent information in accordance with this ITB.

SECTION 1.0 SCHEDULE OF EVENTS AND QUESTIONS

Failure to comply with this or any other paragraph of this ITB shall be sufficient reason for rejection of the Bid.

All times listed in the Schedule of Events for this ITB are Eastern Standard Time (EST).

Event	Date
Advertisement Date	January 12, 2026
Release Date	January 12, 2026
Pre-Proposal Conference Location: 5-B East Jefferson Street-2nd Floor Admin Conference Room	January 20, 2026 3:00 PM
Questions Due from Prospective Bidders	January 23, 2026 @ 3:00PM
Responses to Questions Due	January 29, 2026 @ 3:00 PM
PROPOSALS DUE	**February 18, 2026 @3:00 PM**
PROPOSAL OPENING	**February 18, 2026 @ 3:00 PM**
Oral Presentations/Interviews	Not Applicable
Board Approval of Intended Award	TBD
Posting of Intended Award	TBD
Board Approval of Award	TBD
Posting of Award	TBD

1.1.1 All inquiries and questions concerning this ITB must be in writing (e-mail is acceptable) in accordance with this ITB, Sections 1.0 and 8.5.

1.2 Questions and responses will be posted on the County's Website at https://www.gadsdencountyfl.gov/business/find-a-document/documents/bids-ITBs and, if necessary, an Addendum or Addenda in accordance with this ITB Section 8.2.

1.3 It is the responsibility of the Bidder to monitor the County's website to determine if any postings have occurred regarding this ITB, as provided in section 1.2, above and section 8.2. The failure of the Bidder to address the posting may be a basis to determine that the Bidder is non-responsive to this ITB.

1.4 Bidders will be notified of the County's desire to enter additional discussions and/or schedule oral presentations. The Schedule of Events will be amended as appropriate to reflect such.

SECTION 2.0 CONE OF SILENCE

2.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement date indicated in Section 1, Schedule of Events, and will terminate upon issuance of a Notice of Award. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the County Administrator with approval from the Board of County Commissioners and may subject the potential Bidder/Contractor or representative to debarment.

2.2 The prospective Bidder shall not have any communication with any County Commissioners, employees, or the Engineer of Record related to this ITB.

2.3 No interpretation of the meaning of the plans, specifications or this ITB shall be made to a Bidder orally. Any such oral or other interpretations or clarifications shall be without legal effect. All requests for interpretations or clarifications shall be in writing and posted on the County's website, as provided herein.

2.4 The Cone of Silence shall not apply to:

a) Communications at the pre-Bid meeting, if applicable.
b) Communications during contract negotiations between designated County employees and the intended Bidder.
c) Communication with a Bidder by a Procurement Department employee following the Competitive Procurement opening to clarify the Bidder's Response.
d) Communication following the filing of a challenge to a Competitive Procurement between the protesting Bidder or the selected Bidder and the Procurement Department, County Administrator's Office, and County Attorney's Office concerning the challenge.

SECTION 3.0 SCOPE OF WORK

3.1 PROJECT BACKGROUND

The project is for the construction of the fully designed Emergency Medical Services (EMS)-Quincy at 264 Joe Adams Road, which can be viewed on the County Property Appraiser's website, Parcel ID#3-24-2N-4W-0000-00311-0100.

The new EMS-Quincy include the space and functionality of a typical EMS station. The new EMS-Quincy facility is a one-story building and will be approximately 9,015 Square feet upon completion.

1. **Structural Compliance**: The design, certified by a Florida Licensed Structural Engineer, ensures roof and load path systems meet or exceed ASCE 7- wind load requirements, Risk Category IV, and Exposure C.
2. **Wind and Impact Protection**: Installations must meet Florida Building Code or Miami-Dade Specifications, with materials complying with ASTM E 1886,

ASTM E 1996 (Level D or higher), and TAS 201, TAS 202, TAS 203 standards, as well as ICC 500 provisions.

3. **Transfer Switch Installation**: Install the transfer switch as specified in the design for backup power operation, in compliance with all regulations.

A. ENGINEERING DRAWINGS AND SPECIFICATIONS

The engineering drawings and specification package can be downloaded from the County's website at: https://www.gadsdencountyfl.gov/business/find-a-document/documents/bids-ITBs or by contacting:

Brian Yarbough
Clemons, Rutherford & Associates
PHONE: 850.385.6153
CELL: 850-766-2696

OR

Chara Villegas
Gadsden County Purchasing Office
5-B East Jefferson Street – Room 204
Quincy, FL 32351
PHONE: 850.875.7243
cvillegas@gadsdencountyfl.gov

With copy of any email to: Procurement@gadsdencountyfl.gov

B. ENVIRONMENTAL ASSESSMENT REPORT: This project requires a federal HUD environmental assessment. There is one finding regarding micro-contaminants in a dirt pile located on the property that cannot be disturbed. The location of the dirt pile is noted on the design plans, and the area shall be roped off with DO NOT DISTURB signage before mobilization begins through completion of the project. Any disturbance of this dirt pile shall be reported immediately to the EOR and the County.

C. PROJECT FUNDING AND BUDGET: This project is funded through the Florida Commerce CDBG-DR grant Hurricane Michael, Agreement M0026, which is federal HUD funds.

The grant construction budget is $2.2 million. The grant agreement may be obtained by contacting the County Purchasing Office as indicated above under the Design Package section and ITB section 8.5.

There may be times when the County must consult and seek approval of change orders from the funding agency.

3.3 PROJECT TEAM

A. Project Owner: The County is the project owner and the contracting agency. The County team will include, but is not limited to, the County Administrator or their designee, Building Official, Facilities Manager, EMS Chief, Procurement Coordinator, and the EMS Director/Grant Manager.

B. Engineer of Record (EOR): The EOR is responsible for performing all engineering, design, drawings, specifications, civil permits, project management, and CEI services for the Project. The EOR is Clemons Rutherford & Associates (CRA) selected through a previous solicitation, and the key contact for CRA on this project is Brian Yarbough, Project Manager/Professional Architect.

C. Construction Contractor (i.e., successful Bidder or Contractor): The Construction Contractor will be a General Contractor (GC) licensed in the State of Florida with a minimum of five (5) continuous years as a GC. The main objective is to collaborate with the EOR during the delivery of the work for the successful and timely completion of the project and within budget. Provides input to the EOR and County regarding constructability, sequence of construction, and any other ideas that bring value to the project.

3.4 PROJECT MILESTONES AND TARGET DATE:

A.	Contract Execution	XXXXX
B.	Pre-Construction Meeting	XXXXX
C.	Issuance of Notice to Proceed	XXXXX
D.	Pre-construction Activities	XXXXX
E.	Substantial Completion	90 days from issuance of NTP*
F.	Final Completion and Acceptance	30 days from Substantial Completion* Of the Works

**Consecutive calendar days.*
***The milestones and/or target dates are subject to change based on the actual date of the contract execution, the issuance of the Notice to Proceed (NTP), or other unknown factors.*

3.5 SCOPE OF SERVICES

3.5.1 PHASE 1: PRE-CONSTRUCTION

A. The Construction Contractor will participate in a pre-construction meeting after the Board approves the Contract and before the issuance of the Notice to Proceed, which is also contingent upon the Construction Contractor providing all required insurance certifications and bonds.

B. At the pre-construction meeting, the Construction Contractor will provide, at a minimum, for discussion and approval by the County and EOR:
   1. Tentative work schedule.
   2. Phasing and sequencing with any alternative methods and materials.
   3. Identified risks and potential mitigation efforts if applicable.
   4. Tentative Schedule of draws.
   5. Proposed mobilization date, construction start date, substantial completion date, and completion date.

C. Grant and contract requirements will be addressed, i.e., weekly reports with pictures, change orders, budget overrun, etc.

D. Permits: The Construction Contractor will be responsible for all local permits for natural gas, water, and electricity. The EOR will apply for any state (civil) permits needed.

3.6.2 PHASE 2: CONSTRUCTION:

A. **General:**
1. The construction phase will include, but is not limited to, mobilization, phasing, and scheduling of the work, obtaining bids and quotes for work, materials and/or supplies, and the execution of subcontracts or procurements beginning with mobilization through completion of the project.
2. During the construction, the Construction Contractor will interface and coordinate with the EOR as conditions and construction activities dictate, to discuss scheduling foreseeable problems, equipment and material delivery days, sub-contractor/vendor performance, safety, and any other issues pertinent to potential delays, budget overrun that could impact the successful and timely completion of the project.
3. The Construction Contractor shall review all invoices from subcontractors/vendors; ensure all work, materials and supplies were to specifications; and resolve any discrepancies before they are submitted to the Cunty for review and approval.

B. **Change Orders:** The County, without invalidating the Construction contract, may order or approve requested changes in the work within the general scope of the project, consisting of additions, deletions, or other revisions to the engineering drawings and specifications, project schedule, costs, etc. Such changes will be approved only through an executed change order with changes justified in writing and additional costs documented with quotes.

D. **Quality Control:** The Construction Contractor is responsible for the work, materials, equipment and supplies for this project, and shall review the work, materials, equipment and supplies of all subcontractors and/or vendors used on the project to ensure it meets all design specifications as it is being performed and/or delivered. The Construction Contractor will review any disputes that cannot be resolved or may result in a change order with the EOR for resolution, and to the satisfaction of the County, if applicable.

E. **Inspections:** Assist the EOR and the County in performing periodic and final inspections. All inspections preceding the final inspection, the Construction Contractor shall furnish a detailed report of observed discrepancies and omissions in the work performed by subcontractors or vendors and/or materials and supplies provided by such.

F. **Monitoring the Schedule and Weekly Reports**:
1. The Construction Contractor shall monitor the construction schedule and budget and shall provide the EOR and the County with any concerns or problems within a specified amount of time that will be determined at the pre-construction meeting and incorporated into the Notice to Proceed.

2. The Construction Contractor shall provide the EOR and County with written weekly summary reports and pictures documenting before, during, and after work progress. All rain days, challenges or concerns, completed work, pending or approved change orders, total billed to date with balance forward, etc. shall be documented in the weekly report.

G. **Testing:** The Construction Contractor shall facilitate and coordinate all quality testing of soils, building materials, systems, and equipment during the course of construction. The scope of the testing will be coordinated with the EOR and the County, and testing firms consistent with the provisions of the contract document. The Construction Contractor shall coordinate with appropriate parties to plan, schedule, and notify testing firms of procedures, test dates, result reports, and distribution during construction.

H. **Safety:** The Construction Contractor shall monitor that safety and accident prevention measures are established and maintained at the project site. Any observed hazardous conditions, violations, or potentially hazardous conditions shall be reported immediately to subcontractors/vendors supervisory personnel onsite. A written report of such incident and follow-up report of the remediations shall be provided to the subcontractor/vendor, EOR, and the County.

I. **Federal Requirements:** The Construction Contractor and its subcontractors are subject to federal contract provisions included in the ITB Appendix A. Draft Contract and any other provisions set forth in this ITB and the referenced grant agreement between Commerce and the County.

The Construction Contractor shall ensure that these provisions herein are included in all subcontractor contracts. The Construction Contractor and all of its subcontractors shall maintain compliance at all times through the term of their contracts.

J. **Project Records:** The Construction Contractor shall:
1. Maintain records at the job site, including a current set of contract documents, a project log, and progressive photographs of the project, record of construction progress, problems and concerns, work logs, payroll records, Davis Bacon interviews, etc.
2. All records shall be open for inspection by the EOR and the County.
3. All records shall be delivered to the County in an organized format to the County at completion of the Project.

SECTION 4.0 BID RESPONSE REQUIREMENTS (do not change without legal approval)

4.1 The County has established certain mandatory requirements that must be included as part of any response that are described in the ITB ***"Attachment 1: Instructions to Bidders and Bid Construction" hereby incorporated by reference.*** The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition. The words "should" or "may" in this ITB indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Bid.

4.2 Bids not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as request forms, bonds, etc.; may be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Bidder whose replies, past performance or current status that do not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the ITB may be rejected as non-responsible.

4.3 The County reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Bids and seek new Bids when it is in the best interest of the County to do so.

4.4 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the ITB Attachment 2: Form 1: Bid Transmittal Form, for a Bid by a/an:

a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.

b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

c. Individual shall show the Bidder's name and business address.

d. Bid by a joint venture shall be executed by each joint venture member in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.

4.5 All names shall be printed in ink or typed below the signatures.

4.6 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on Form 1: Bid Transmittal Form.

4.7 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.

4.8 A Bidder seeking to do business with the County shall, at the time of submitting a Bid, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: http://sunbiz.org/index.html or https://www.dos.myflorida.com/.

The Bid shall contain evidence of Bidder's authority and qualifications to do business in the state or locality where the Project is located, or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown Form 1: Bid Transmittal Form.

4.9 **System of Award Management:** This project is federally funded and is subject to federal procurement provisions, therefore, the Proposer shall be appropriately registered with the System for Awards Management (SAM.gov) at the time of submitting a Bid.

Please visit SAM.gov for additional information regarding registration. If a Bidder has already registered with SAM.gov, a Unique Entity Identifier (UEI) number must be provided on the ITB Attachment 2: Form 1: Bid Transmittal Form, and by completing Form 16: System for Award Management (SAM).

4.10 The Bid should address the requirements in a clear and concise manner in the order stated herein.

4.11 Bids must include the information/documents specified and requested in the ITB. Bids that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.

4.12 The County reserves the right to seek additional/supplemental representation on specific issues as needed. Bids should be typed or clearly written. No changes in or corrections to Bids will be allowed after the Bids are opened.

4.13 The signer of the Bid must declare that the Bid in all respects is fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.

4.14 The County shall not be liable for any costs incurred by Bidder before entering into a contract and the issuance of the Notice to Proceed.

4.15 Refer to Attachment 1: Instructions to Bidders and Bid Construction and Attachment 2: Forms and Certifications.

SECTION 5.0 BID RECEIPT AND OPENING (do not change w/o legal approval)

5.1 All Bids shall be submitted in accordance with the ITB and any addendums issued, and on the date and time specified in Section 1.0. Schedule of Events. The County Purchasing Office shall date-stamp and record Bids received.

5.2 The responsibility for submitting the Bid to the County Procurement Office no later than the specified time and date is solely that of the Bidder. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.

5.2 Submission of Bids by fax or other electronic means will not be accepted.

5.3 Any Bids received after the stated time and date will not be considered. Late Bids shall not be opened at the public opening. Arrangements may be made for the unopened Bid to be returned at the Bidder's request and expense.

5.4 A Bid may be withdrawn or modified per Section 8.9. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened

5.5 All Bids will be opened on the date and time indicated in Section 1.0, Schedule of Events (i.e., date Bids are due) or as modified by addendum.

5.6 Pricing shall be valid for a period of ninety (90) days from the opening of Bid or until the award is made, whichever occurs later.

5.7 Time is of the essence. The proposer shall achieve Substantial Completion by the date set forth in the Contract. For each calendar day of delay attributable to the proposer, the County may assess liquidated damages as set forth herein. In addition, the proposer shall not be entitled to construction phase fee or general conditions for the period of delay. The proposer shall not be entitled to any extension of Contract Time unless it demonstrates that the delay impacted the critical path and was not caused by the proposal or its subcontractors.

SECTION 6.0 EVALUATION OF BIDS AND SELECTION PROCESS (do not change w/o legal approval)

6.1 Bidders who satisfy the required qualifications and are deemed responsible Bidders and who timely submit a responsive Bid will be considered by the County.

6.2 A Bidder whose Bid, past performance, or current status that does not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the ITB and contract may be rejected as non-responsible.

6.3 Responses to this ITB, not meeting the requirements specified herein may be considered non-responsive or not responsible, as applicable.

6.4 The County may consider the following factors in addition to price when determining whether a Bidder is responsive and responsible:

A. Ability, capacity, and skill of the Bidder to perform the contract.

B. Whether the Bidder can perform the contract within the time specified, without delay, interference, or conflict with current workload.

C. Character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

D. Quality of performance of previous contracts.

E. Previous and existing compliance by the Bidder with laws and regulations relating to the contract.

F. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.

G. Quality, availability and adaptability of the supplies or contractual services to the particular use required.

H. Ability of the Bidder to provide further maintenance and service for the use of

the subject of the contract, if applicable.

I. Number and scope of conditions attached to the bid or quote.

J. Qualifications of personnel, licensing, and corporate qualifications.

K. Evidence of improper litigation.

L. Use of one or more subcontractors with a record of inferior performance.

M. Community Participation.

6.5 For the purposes of this ITB, the County may consider evidence within the ten-year period preceding this ITB.

6.6 In the event the lowest, responsive, responsible bid for construction project exceeds the grant or EOR probable cost estimates, the County Administrator or their designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, to bring the bid within the available funding.

6.7 Clarification from Bidders: The County may seek clarification from any or all Bidders and consider such supplementary information in the evaluation of the Bid.

6.8 The County reserves the right to reject any and all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. The County reserves the right to reject the Bid of any Bidders whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Bidder.

6.9 More than one Bid for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

6.10 In evaluating Bids, the County will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to issuance of the Notice to Proceed.

6.11 In evaluating Bidders, the County will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of subcontractors, suppliers and other individuals or entities may be required to be submitted as provided herein. **Refer to Attachment 1. Instructions to Bidders and Bid Construction.**

6.12 The County may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, individuals, or entities to perform the work. Any bidder or sub-contractor having access to County facilities or property may be required to be screened to a level that may include but not limited to fingerprinting and a

statewide criminal background check with any all fees for such the responsibility of the Bidder or subcontractor.

6.13 Responses to the ITB not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable.

6.14 Right of Rejection: The County reserves the right to reject a bid or all bids per Section 8.9, if in the best interest of the County. All Bidders are cautioned to make no assumptions unless their Bid (response) has been deemed responsive.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION (do not change w/o legal approval)

7.1 The County reserves the right to incorporate the successful Bid into the Contract. **Failure of a firm to accept this obligation may result in the cancellation of the award to said Bidder and the County shall then negotiate with the next ranked Bidder.**

7.2 The construction, interpretation, and performance of this ITB, and all transactions under it shall be governed by the laws of the State of Florida and Gadsden County. The Agreement shall include all terms and conditions of this ITB, any addenda, response, and the County's contract issued as a result of this ITB.

7.3 The County reserves the right to make award(s) to more than one Bidder and/or by individual items, group of items, all or none, or a combination, thereof. Award will be made to the lowest responsible and responsive Bidder(s) within the category chosen for the basis of award.

7.4 The selected Bidder will be required to assume responsibility for all Work offered in the Bid. The County will consider the selected Bidder to be the sole point of contact regarding contractual matters, including payment on any or all charges.

7.5 All notices for the intent to award, award, or other events will be posted to the County's website in accordance with Section 1.0 Schedule of Events.

7.6 The recommended lowest, responsive and responsible Bid deemed best by the County shall be presented by the County Administrator in the form of an Agenda Request to the Wakulla County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.

7.7 After successful posting of the intent to award for 72 hours per section 8.4, and Board approval of an award, the County will negotiate a contract with the successful Bidder(s) in accordance with County policy, Florida Law, this ITB, and the successful Bidder's Bid.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC) (do not change w/o legal approval)

Conformity and adherence to the terms and conditions of this ITB shall be considered by the County as part of its process in determining responsible and responsive Bids.

Review ITB Appendix A: Draft Contract and Attachment 2: Forms and Certifications for terms, conditions, forms, and certifications that may not be expressly addressed herein.

8.1 Definitions

General terms used throughout this ITB are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

8.1.1 **Award** means the determination of a successful Bidder(s) in response to this ITB, resulting in an offer of a Contract to perform the services pursuant to the ITB and the Bid.

8.1.2 **County** means the Gadsden County Board of County Commissioners (BOCC or Board) and its employees.

8.1.3 **Contract or Agreement** means the legally enforceable document agreed to and signed by the County and successful Bidder(s) (collectively referred to as the "Parties").

8.1.4 **ITB** means this document, its attachments and any document hereinafter incorporated by reference.

8.1.5 **Bidder** means any firm, individual or organization submitting a Bid in response to this ITB.

8.1.6 **SOW** means Scope of Work or Scope of Services.

8.1.7 **Successful Bidder** means a Bidder who is awarded a Contract as a result of its Bid submitted in response to this ITB.

8.1.8 **CEI** means Construction Engineering Inspection

8.2 Issuance of Addenda

If this ITB is amended, the County Procurement Office will issue an appropriate addendum to the ITB. If an addendum is issued, all terms and conditions not specifically modified shall remain unchanged.

An addendum to this ITB will be issued if any of the events, dates and/or times referenced in Section 1.0 change. Some dates/times may be determined at each phase.

Any and all such interpretations and supplemental instructions issued per Section 1.0 shall be in the form of a written addendum, which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Bidder and shall become a part of the ITB Document(s).

8.3 Florida Public Records Law and Confidentiality

8.3.1 By submitting a Bid in response to this ITB, a Bidder acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

8.3.2 Should the Bidder provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase:

A. "***PROPRIETARY INFORMATION***" on the face of each affected page of such materials. The Bidder shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

B. **NOTE: The County will not accept Bid submittals when the entire submittal is labeled as exempt from public disclosure. Developer's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the County may deem the Bid submittal as "non-responsive."**

8.3.3 Should any person request to examine or copy any material so designated and provided the affected Bidder has otherwise fully complied with this provision, the County, in reliance on the representations of the Bidder, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Bidder of that request, and the Bidder shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the second County business day following Bidder's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

8.3.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Bidder shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Bid submitted by a Bidder in response to this ITB and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

8.4 Right to Protest

Any person who is affected adversely by the decision or intended decision of the County shall file with the Purchasing Division a notice of intent to protest in writing within 72 hours after the posting of the bid tabulation. Thereafter, a formal protest shall be filed, in writing within ten (10) calendar days after the date of the filing of the notice of intent to protest.

Any Bidder who desires to formally protest shall follow the procedures outlined in the Gadsden County Procurement Policy, incorporated by reference, and can be obtained by contacting the County Purchasing Director at (850) 875-7243 or email: Procurement@gadsdencountyfl.gov.

The failure to file a notice of intent to protest or failure to file a formal written protest shall constitute a waiver of proceedings.

A written protest is filed with the County when it is delivered to and received by the Purchasing Division.

8.5 Requests for Clarification and Assistance

All inquiries and questions concerning this ITB must be in writing (e-mail is acceptable) and received in accordance with Section 1.0 and must be directed to:

Questions: Gadsden County Purchasing Office
850-875-7243
Procurement@gadsdencountyfl.gov

Address: Gadsden County Board of County Commissioners
Purchasing Office
Attn: ITB 26-07
Hand Deliver: 9 B East Jefferson Street
Mailing Address: PO Box 1799
Quincy, FL 32351

Questions and responses will be posted on the County's Website and if necessary, an Addendum(s) will be issued per Section 8.2

8.6 ADA - Special Accommodations

Any person requiring special accommodation by the County due to a disability should call the County Purchasing Office at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Board's Purchasing Office by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD). The Purchasing Office telephone number is: 850-875-8694.

8.7 Bidder's Responsibility

8.7.1 It is understood and the Bidder hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this ITB.

8.7.2 Failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of

Successfully performing the work.

8.7.3 Bidders are expected to examine the specifications and all instructions pertaining to the required work/commodities/services. Failure to do so will be at Bidder's risk.

8.8 Indemnification and Hold Harmless (FORM 4)

Bidders must complete and sign Form 4: **Indemnification and Hold Harmless.** Reference Appendix A: Draft Contract for additional information.

8.9 Right of Rejection

The County reserves the right to reject any Bid found to be non-responsive, vague or nonconforming or to waive informalities and negotiate with the apparent lowest, responsive, qualified, and/or responsible Bidder. Furthermore, the County reserves the right to withdraw all or part of this ITB at any time prior to the final award and execution of a Contract.

8.10 Public Entity Crimes (Form 5)

Bidders must complete and sign Form 5: Sworn Statement under Section 287.133(3)(a),fs, on Public Entity Crimes.

8.11 Small, Minority and Woman-Owned Business Enterprise

Certification as a minority business enterprise for the purpose of this ITB is defined by the Florida Small and Minority Business Assistance Act. Bidders certified by the State of Florida should include a copy of the certification with their Bid.

8.12 Equal Employment Opportunity/Affirmative Action (Form 6)

The County certifies that it is an Equal Employment Opportunity/Affirmative Action employer and that it will not discriminate during the selection process on the basis of religion, sex, sexual orientation, gender identity, familial status, race, color, national origin, or handicap status.

Bidders must complete and sign Form 6: Equal Opportunity Affirmative Action Statement.

8.13 Exemption of Meetings/Presentations

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State

Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

8.14 Drug Free Workplace (Form 7)

Gadsden County is a Drug Free Workplace. Bidders should review, complete, and sign Form 7: Drug Free Workplace Certification.

8.15 Conflicts of Interest (Form 8)

An award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders should review, complete and sign Form 8: Disclosure Statement Conflict of Interest Disclosure.

8.16 Non-Collusion (Form 9)

Each Bidder is required to sign and have notarized by a Florida Notary Form9:"Non-collusion Affidavit."

8.17 Ethical Business Practices (Form 10)

8.17.1 The County reserves the right to deny the award or immediately suspend any contract resulting from this ITB or Bid, pending final determination of charges of unethical business practices. At its sole discretion, the County may deny award or cancel the Contract if it determines that unethical business practices were involved.

Bidders are required to complete, sign and certify Form 10: Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements.

8.17.2 **Gratuities**. It shall be unethical for any person to offer, give or agree to give any County employee, or for any County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any ITB or Bid thereof.

8.17.3 **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

8.18 Subcontracting (Form 11)

8.18.1 Firms submitting a Bid may consider subcontracting portions of the services to be performed and/or provided. If this is to be done, that fact, and the name of the proposed subcontracting firm(s), must be clearly identified in the Bid and the Contract.

8.18.2 Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the County.

8.18.3 All subcontractors shall be held to the same requirements, terms and conditions of this document, its attachments, any documents incorporated by reference and the executed Contract.

8.18.4 A Bidder must complete and sign Form 11: List of Proposed Contractors and Services to be Performed.

8.19 Withdrawal or Modification of Bids

A Bid may be withdrawn or modified only by written notification from the Bidder **prior** to the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened.

8.20 Status of Contractor

The Bidder shall, at all times relevant to a contract as a result of this ITB, be an independent contractor and in no event shall the Bidder, nor any employees or sub-contractors under it, be considered to be employees of the County.

8.21 Registered to Do Business in the State of Florida

A Bidder seeking to do business with the County shall, at the time of submitting a Bid, be registered with the Department of State in accordance with the provisions of Chapter 605, 607, 608, 617 and/or 620 Florida Statutes; similarly, partnerships seeking to do business with the County shall, at the time of submitting a Bid, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites http://sunbiz.org/index.html or http://www.dos.state.fl.us/doc/index.html The Bidder shall be licensed to do business in the State of Florida and the Bidder and employees assigned to the Contract shall hold all necessary and required professional licenses and certificates to perform required services.

8.22 Debarment and Suspension (Form 12)

Bidders are required to complete and certify Form 12: Certification Regarding

Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions.

8.23 Employment Eligibility Verification (Form 13)

Bidders are required to complete and sign Form 13: E-Verify Compliance Certification.

8.24 Venue

Venue for all actions arising under the ITB and subsequent Contract shall lie in Gadsden County, Florida, United States.

8.25 Construction

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida.

8.26 Order of Precedence

The provisions of the ITB, successful firm's Bid and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provisions of the ITB and Contract. In the event of an inconsistency between the provisions of the ITB or Contract hereto, the Order of Precedence shall be followed:

A. Federal Laws
B. Laws of Florida
C. If applicable, grant awards terms and conditions.
D. ITB and all of its addendums and attachments.
E. Executed Contract
F. Successful firm's Bid

8.27 Term of the Contract and Termination

The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and the term shall be negotiated as part of the Contract negotiation activities.

Bidders should review Appendix A: Draft Contract and provide any comments or concerns with their Bid submittal on Attachment 2: Form 15: Comments on Draft Contract.

8.28 Insurance Requirements

8.28.1 Before the Work/Service begin, the Bidder(s) shall procure and maintain at its own cost and expense for the duration of the Contract, liability insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Bidder, his agents, representatives, employees, or subcontractors. Specific insurance requirements are set forth in **Form 14**: Insurance Certification Required Policy Endorsements and Documentation and Appendix A: draft contract. Additional

insurance requirements may be required as part of contract negotiations.

8.28.2 Verification of Coverage

The Bidder shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *The certificates and endorsements are to be received and approved by the County before the Work/Services commence.*

8.28.3 Subcontractors

The Bidder shall include each of its subcontractors as insured under the policies of insurance required herein.

8.29 Bond Requirements

Performance and Payment Bond. The Successful Bidder must provide Performance and Payment bonds in the amount of 100 percent of the Contract amount within fifteen (15) calendar days or less of the execution of the Contract by the Board, or prior to the issuance of the Notice to Proceed. The work cannot begin until Bonds are received.

Bid Bond – A five percent (5%) bid bond is required for a bid that exceeds $250,000, and must be included with the Basis of the bid.

APPENDIX A: DRAFT CONTRACT with Federal Contract Requirements

ITB 26-07
PROFESSIONAL CONSTRUCTION SERVICES – EMS Facility-Quincy
Appendix A: Draft Contract

GADSDEN COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at Suite 5-B East Jefferson Street, Quincy, Gadsden County, Florida 32351 (the "County"), hereby contracts with _____

(the "Contractor") whose principal place of business is at _____,

whose Federal ID number is: _____ and Unique Entity Identified (UEI) is _____ and is a contractor licensed to perform all work in the State of Florida in connection with the County's ITB No. **26-07** (the "Project"), and other Contract Documents hereafter specified (the "Work").

Project Description and Funding: The project is for the construction of a fully designed Emergency Management Services (EMS) facility located at 264 Joe Thomas Road, Quincy, FL to fit the needs of the Gadsden County Emergency Services. The project will provide ambulatory/EMT, fire, biohazard disposal services, and emergency shelter services, all of which will benefit the entire Gadsden County. It is located on a four-acre parcel of Gadsden County property identification number 3-24-2N-4W-000-00410-0000.

This project is funded with federal HUD dollars through a Florida Commerce CDBG-DR grant agreement M0026, and therefore, is subject to federal HUD laws, 2 CFR 200 Part 2, and the grant agreement.

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, the ITB, the Proposal, and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents, including the Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by the Contractor at the Project site at all times during the performance of the Work.

B. The EOR is the initial interpreter of the Contract Documents but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the EOR's recommendations or interpretations of the Contract Documents. The EOR does not have the authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time

or Amount. However, the EOR's interpretation as to the intent of his design shall be final and not subject to interpretation by the County's staff.

C. Any Work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

D. Work, materials, or equipment described in words that have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

E. The County shall furnish to the Contractor up to one (1) set of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

F. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

G. The Work provided by the Contractor for the Project shall be under the general direction of **the EOR,** or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Administrator, or Board of County Commissioners.

H. The County's representative, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the County in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following County approval, the County's representative shall coordinate issuance of any such documents. The County's representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.

I. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract

with the County shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the EOR; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or their EOR and the specific written verification or adaptation by the EOR.

Section 2. Scope of Work.

A. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

B. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricator, or processors except as otherwise provided in the Contract Documents.

Section 3. Contract Amount – Guaranteed Maximum Price (GMP).

A. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following GMP amount not to exceed (herein "Contract Amount"), in accordance with the terms of this Agreement: $_____ or in WORDS: _____

1. Compensation and manner of payment of such compensation by the County for the Work rendered hereunder by the Contractor shall be prescribed in Exhibit G. Basis for Compensation, which is attached hereto and made a part of hereof.

2. The Contractor shall notify the County and EOR in writing when 90 percent of the approved "not to exceed" amount has been reached.

3. The GMP is for the total amount and not to be construed as a "line-item" guarantee. If one category exceeds the budgeted amount, and another is less than the budgeted amount, they shall offset each other to the extent that the total GMP is not exceeded.

B. If the Contract Amount includes an Allowance, the Contractor shall cause the Work covered by the Allowance to be done for such sums within the limits of the Allowance as the County may approve. The Contractor agrees the Contract Amount includes such sums as they deem proper for costs and any profit on account of any Allowances. No demands for an additional sum for overhead, profit or "out of pocket" expenses will be allowed.

C. Any agreed upon changes to the Contract Amount must be accomplished by an approved,

written Change Order in the form attached to this Agreement.

D. The County may subsequently identify items eligible for direct purchase for sales tax savings. The County shall, at its sole discretion, have the option to purchase directly from the supplier or vendor any supplies, materials or equipment included in the Contractor's bid for the Contract. The County reserves the right to require Contractor to assign to the County agreements with suppliers for such goods. The Contractor shall, from time to time submit, update and keep current, for consideration by the County, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than $10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The County reserves the right to delete or add items from this Agreement when it is in the County's best interest. Upon approval by the County, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The County will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Contract Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the County, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the County.

Section 4. Bonds.

A. In accordance with Section 255.05, Florida Statutes, the Contractor shall record and provide Performance and Payment Bonds, in the form prescribed in the ITB Forms 18A and 18B, including with the Contractor's Proposal in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the County. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. The Contractor shall commence the Work as agreed to in the Notice to Proceed, the "Commencement Date". No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within TBD **calendar days** from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the EOR when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within TBD **calendar days** from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **$750.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the EOR issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. All days shall mean calendar day and not business day.

Section 6. Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization, or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law, or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to EOR in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the EOR. If required, a Field Order or Change Order will be issued pursuant to Section 15 of this Agreement. If the Contractor performs any Construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the EOR and County, the Contractor shall assume responsibility for such performance and shall share in costs associated with any corrections. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the EOR. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim, and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 7. Investigation and Utilities

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation,

access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities (surface and subsurface) being referred to in this Sub-Section 7.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting, and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

Section 8. Schedule

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and EOR, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

B. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's and EOR's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's and the EOR's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 9. Progress Payments

A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the EOR, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and EOR, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the EOR along with a completed and notarized copy of the Application for Payment form. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Schedule of Values.

B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the EOR a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

D. Contractor shall submit two (2) copies of its monthly Application for Payment to the EOR on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the EOR shall either:

D.1 indicate his approval of the requested payment;

D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons; therefore, or

D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the Application for Payment by the EOR, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within **thirty (30)** calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that

portion of the Application for Payment approved by the EOR.

E. The County shall initially retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the EOR for payment, whichever is less. Such sums shall be accumulated and released to Contractor as follows. Within 20 days after the EOR delivers the tentative punch list to Contractor as set forth in set forth in Section 26 herein, the County will pay the contractor the remaining contract balance including retainage previously withheld less an amount equal to 150 percent of the estimated cost to complete the items on the tentative punch list (the "remaining retainage"). The remaining retainage will be released to the Contractor with final payment.

F. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

H. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's and the EOR's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 10. Payments Withheld

A. The EOR or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The EOR or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

A.1 Defective Work not remedied;

A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

A.5 Reasonable indication that the Work will not be completed within the Contract Time;

A.6 Unsatisfactory prosecution of the Work by the Contractor;

A.7 Failure to provide accurate and current "As-Builts"; or

A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 10.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

Section 11. Final Payment

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the EOR in accordance with Section 26.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the EOR or the County at the time of final inspection.

Section 12. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules, and samples. Contractor shall

submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to EOR within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the EOR for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the EOR in evaluating the proposed substitute. The EOR may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the EOR, if Contractor submits sufficient information to allow the EOR to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the EOR shall be the same as those provided herein for substitute materials and equipment.

E. The EOR shall be allowed a reasonable time within which to evaluate each proposed substitute. The EOR shall be the sole judge of acceptability, and no substitute will be ordered, installed, or utilized without the EOR's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The EOR will record time required by the EOR and the EOR's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Contractor shall reimburse the County for the charges of the EOR and the EOR's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County's sole discretion.

Section 13. Daily and Weekly Reports

A. Unless waived in writing by the County, Contractor shall complete and submit to EOR on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the EOR and the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

A.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

A.2. Soil conditions which adversely affect the Work;

A.3. The hours of operation by Contractor's and subcontractor's personnel;

A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

A.5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);

A.6. Description of Work being performed at the Project site;

A.7. Any unusual or special occurrences at the Project site;

A.8. Materials received at the Project site;

A.9. A list of all visitors to the Project site; and

A.10. Any problems that might impact either the cost or quality of the Work or

the time of performance.
The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or EOR pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the EOR, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to EOR for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate

"As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to EOR by Contractor for the County.

C. The Contractor shall submit to the EOR one complete, certified set of all recorded changes made during Construction entitled 'As-Built,' dated and sealed by the Project Architect. Submittals shall be in both hardcopy and digital format and are due as a condition of Substantial Completion.

D. Certified "as-built" information, which the Contractor must show on marked-up copies of the design drawings, prints, and other materials as specified above, shall include both authorized and unauthorized changes and any modifications to material types from that specified in the bid plans and Specifications. As a prerequisite to any payments, the Contractor shall make available to the EOR all "as-built" information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The Contractor shall set benchmarks on or within 100 ft. of each control structure constructed as part of the Project. A complete description including elevation and location of each control structure benchmark shall be provided to

the EOR as part of the "as-built" information. The elevation shall be clearly and permanently indicated on each benchmark.

E. "As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The "as- built" drawings shall be signed and sealed by the Contractor's Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.

F. All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and submitted to the EOR for review and acceptance prior to authorization of the final payment.

G. "As-built" data shall be secured, and accuracy of measurements shall be 0.01 ft.

H. All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be "as-built" by the Contractor prior to backfilling.

I. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

J. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

J.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

J.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

J.3. 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 thereafter if the Contractor does not transfer all records to the County.

J.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

K. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-875-8671, MEDIA@GADSDENCOUNTYFL.GOV, AND 9-B E. JEFFERSON STREET, QUINCY, FL 32351.

Section 14. Contract Time and Extensions

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Section 17.B. herein.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such

time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 15. Changes in the Work

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, Exhibit I, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items involved. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The EOR shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 16. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the County and EOR within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and EOR within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.D.

C. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of Gadsden County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Northern District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 17. Other Work

A. The County may perform other work related to the Project at the site by

the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and EOR within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the EOR and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the County and such utility owners and other contractors.

C. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to EOR in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 18. E-Verify

As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

B. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section

448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

C. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. (2023). Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

E. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth.

Section 19. Indemnification and Insurance

A. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

B. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

C. Contractor agrees to, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or EOR or their consultants, agents, officers, and employees. The County and Contractor agree the first $100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

D. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit F. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true, and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

E. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

F. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement

by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

G. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County. The County may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and EOR as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to EOR a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

A. Contractor agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations, and requirements applicable to the Project, including but not limited to the federal contract provisions. If

Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and EOR in writing.

Section 21. Cleanup and Protections

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees, and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any such restorations.

C. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be deducted from the final payment due the Contractor.

Section 22. Assignment

A. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 23. Permits, Licenses and Taxes

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

C. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project, and shall be solely responsible for issuance of any Notices required thereby.

Section 24. Termination for Default

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the EOR or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including EOR and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount

exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the EOR, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 25 below.

Section 25. Termination for Convenience and Right of Suspension

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 26. Completion

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County and EOR in writing that the entire Work (or such designated portion) is substantially complete and request

that EOR issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County, Contractor and EOR shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County and EOR do not consider the Work (or designated portion) substantially complete, EOR shall notify Contractor in writing giving the reasons therefor. If the County and EOR consider the Work (or designated portion) substantially complete, EOR shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch list of items to be completed or corrected by Contractor before final payment, including the cost to complete each item on the tentative punch list. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punch list. The risk of loss for the Project and the Work performed thereon shall not pass to the County until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the EOR.

B. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, EOR will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the remaining retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, (3) all required As-Builts, shop drawings and other submittals; and (4) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the EOR may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the remaining retainage shall become due and payable.

C. Prior to final payment, the EOR may request the Contractor to permit the use of a specified part of the Project which the County believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the EOR that said part of the Project is Substantially Complete and request the EOR to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the EOR and the Contractor will make an inspection of that part of the Project to determine its status of completion.

If the County considers that part of the Project to be Substantially Complete, the EOR will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

Section 27. Warranty

Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment, or fixtures to be incorporated into the Project.

A. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

B. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 28. Tests and Inspections.

A. The County, EOR, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their

observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide EOR with timely notice of readiness of the Work for all required inspections, tests, or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules, or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish EOR the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the EOR forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the EOR and the County.

C. If any Work that is to be inspected, tested, or approved is covered without written concurrence from the EOR, such work must, if requested by EOR, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given EOR timely notice of Contractor's intention to cover the same and EOR has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from EOR, such Work must, if requested by EOR, be uncovered for EOR's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday, or holidays.

E. Neither observations nor other actions by the EOR nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 29. Defective Work

A. Work not conforming to the requirements of the Contract Documents in the sole judgment of the EOR shall be deemed defective Work. If required by the County or EOR, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or EOR, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If the County or EOR consider it necessary or advisable that covered Work be observed by EOR or inspected or tested by others, Contractor, at the County's or EOR's

request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or EOR may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

C. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or EOR may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and EOR to stop the Work shall not give rise to any duty on the part of the County or EOR to exercise this right for the benefit of Contractor or any other party.

D. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.

E. If Contractor fails, within a reasonable time after the written notice from the County or EOR, to correct defective Work or to remove and replace rejected defective Work as required by EOR or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere. Contractor shall allow the County, EOR and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this

paragraph. All direct, indirect, and consequential costs of the County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect, and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

Section 30. Supervision and Superintendents

A. Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and EOR except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 31. Protection of Work

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

C. Contractor shall not disturb any benchmark established by the EOR with respect to the Project. If Contractor, or its subcontractors, agents, or anyone for whom Contractor is legally liable, disturbs the EOR's benchmarks, Contractor shall immediately notify the County and EOR. The EOR shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

Section 32. Emergencies

A. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or EOR is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give EOR written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the EOR determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 33. Use of Premises

A. The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.

B. The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 34. Safety

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County. County shall have the right to direct Contractor to remove and replace this individual, with or without cause.

Section 35. Project Meetings

A. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County and EOR and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the EOR or the County with respect to the Project, when directed to do so by the County or EOR. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or EOR.

Section 36. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

A. Legal Advertisement
B. ITB 26-07
C. Contractor's Proposal with required forms and certifications
D. Performance Bond
E. Public Payment Bond
F. Insurance Requirements, including certificates of insurance
G. Basis of Compensation

H. Form of Release and Affidavit
I. Change Order Form
J. Scope of Services
K. Federal Contract Requirements

Design Plans and the Grant Agreement BB213 are incorporated by reference only.

Section 37. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Gadsden County Administrator
East Jefferson Street
P.O. Box
Quincy, Florida 32351

With a copy to:

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

_____

Name of person with their title to whose

Attention the notice should be sent: _____

Telephone and Fax numbers: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 38. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in

writing and executed by the party or parties intended to be bound by it.

Section 39. Successors and Assigns.
Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 40. Governing Law.
The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 41. No Waiver.
The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 42. Vendors on Scrutinized Companies Lists.
By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.

Section 43. Entire Agreement.
Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the

execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 44. Severability.
Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 45. Subcontracting.
The Contractor may subcontract up to fifty percent 50% of work under this Contract. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and inspect all facilities of any subcontractor. If applicable, regardless of any subcontract, Contractor is ultimately responsible for all work to be performed under this Contact, including but not limited to design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replating, comprehensive plan amendment code variance, and other services, as necessary. The Contractor agrees to be responsible for fulfillment of all work elements included in any subcontract and agrees to be responsible for payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contactor shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a subcontractor to timely or properly perform its obligations shall not relieve Contractor of its obligations hereunder.

Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Contractor shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Contractor shall ensure its subcontracts issued under this Contractor, if any, impose this requirement, in writing, on its subcontractors.

Section 46. Civil Rights
The Contractor agrees to comply with pertinent statutes, Executive Orders, which includes but is not limited to those listed in the ITB Form 19, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 47. Anti-Human Trafficking
As a condition precedent to entering into this Agreement and in compliance with Section

787.06(13), Florida Statutes, a duly authorized officer or representative of the Contractor must attest under the penalty of perjury that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. ITB Form 20.

Section 48. Foreign Country of Concern

Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit is included with the ITB Form 21.

Section 49. Federal Contract Requirements- Reference Contract Exhibit K.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR: _____
(Company Name)

ATTEST:

By:_____ (Signature) _____

(Printed) Its: _____ (Title)

Date: _____

Witness:

Its:_____
President/Corporate Secretary/Witness Date:_____
[Corporate Seal]

_____
2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Gadsden County, Florida

(SEAL)

By:_____
Chair

Clerk: _____ Date:_____

Approved as to Form and Content:

_____
County Attorney

Exhibit Index:

Exhibit A – Legal Advertisement
Exhibit B – ITB without appendix A or attachments
Exhibit C – Contractor Proposal
Exhibit D – Performance Bond (Form 18A)
Exhibit E – Payment Bond (Form 18B)
Exhibit F – Insurance Certifications/Policy endorsements (Form 14)
Exhibit G – Basis for Compensation (Fee Proposal)
Exhibit H – Release Affidavit
Exhibit I – Change Order
Exhibit J – Scope of Services
Exhibit K – Federal Contract Requirements

EXHIBIT A: LEGAL ADVERTISEMENT

EXHIBIT B: ITB 26-07 (w/o Appendix A, Attachment 1, Attachment 2)

EXHIBIT C: Contractor's Proposal with Required Forms and Certifications

EXHIBIT D: PERFORMANCE BOND (see Form 18A)

EXHIBIT E PUBLIC PAYMENT BOND (see Form 18B)

EXHIBIT F: INSURANCE REQUIREMENTS CERTIFICATES OF INSURANCE (see Form 14)

EXHIBIT G: BASIS FOR COMPENSATION (FEE PROPOSAL – company generated)

Introduction:

Proposal outlines scope of work, project timeline, payment terms, and other important details.

Project Details

Client Name _____

Project Name _____

Project Location_____

Project Start Date _____Project Completion Date_____

Project Description_____

Scope of Work (includes the following tasks to be completed

1.
2.
3.
4.
5.

Special Instructions:

Material and Equipment (all necessary materials and equipment to complete the project as outlined by scope of work – list all that will be used)

1.
2.
3.
4.
5.

Insurance (company carries the following insurance coverage for this project)

1. General Liability Insurance
2. Workers Compensation Insurance
3. Additional Coverage

Safety Protocols

1. Personal Protective Equipment
2. Site Safety Inspections:
3. Emergency Procedures

Terms and Conditions

1.
2.
3.
4.
5.

_____

Signature

_____

Date

EXHIBIT H: RELEASE AND AFFIDAVIT

COUNTY OF_____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____,

who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____paid,

_____

("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Gadsden County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, ____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No.____.

CONTRACTOR:

_____

By: _____ (signature of the executive

officer) Its:_____ (title of the executive

officer) Date:_____

Witnesses

_____ _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

_____, by _____, as _____ of

_____, a _____ corporation, on

behalf of the corporation. He/she is personally known to me or has produced _____

_____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature of Notary)

Name:_____ (Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of_____

Commission No.:_____

EXHIBIT I: CHANGE ORDER FORM

CHANGE ORDER NO. _____ GADSDEN COUNTY PROJECT NO. _____

TO: _____

_____

_____

DATE: _____

PROJECT NAME: _____

Under our AGREEMENT dated_____.

****

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

_____

_____

FOR THE ADDITIVE or DEDUCTIVE Sum of:

_____($_____).

Original Agreement Amount $_____

Sum of Previous Changes $_____

This Change Order ADD/DEDUCT $_____

Present Agreement Amount $_____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (_) calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted:_____ , 20____ .

GADSDEN COUNTY, FLORIDA

By:_____
Chair

CONTRACTOR

By:_____
President

EOR: By:_____

Attachment:

1. Written Justification for Contract Change Order

EXHIBIT J: SCOPE OF SERVICES to be negotiated based on the ITB 26-07 and Contractor's Proposal.

EXHIBIT K: FEDERAL CONTRACT REQUIREMENTS

This ITB is or may become fully or partially Federally funded. To the extent applicable, and in accordance with Federal law, respondents and their subcontracts shall comply with the federal provisions and clauses as enumerated below. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work/services required. The list of Federal provisions and clauses below are not exclusive, and other requirements of Federal, State, or local law and the grant agreement may be applicable to the work.

Furthermore, the *Proposer/Contractor* shall adhere to all grant conditions as set forth in the requirements of a grant agreement should the project be funded in part or in whole with federal or state funds, which shall be attached to a Task Order as applicable; and:

a. The Contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g., subcontract or sub-agreement).
b. The Contractor (or subcontractors) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
c. The prime Contractor is responsible for compliance with these contracts by any subcontractor, lower-tier subcontractor, or service provider.

FEDERAL CONTRACT PROVISIONS

1. **Drug Free Workplace Requirements (Drug Free Workplace Act of 1988 (41 U.S.C. s. 701 et seq.) 2 CFR 182) 31 CFR Part 20)**. To the extent applicable, the [*proposer/consultant/contractor*] must comply with the requirements of the Federal Drug Free Workplace Act of 1988.

2. **Conflict of Interest (2 CFR 200.112 and chapter 112.FS).** Applicability: Any federal or state grant funded contract or Contract that may receive federal or state grants funds. Requirement: The proposer/contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable federal or state policy requirements.

   Further, the County is required to maintain conflict of interest policies as it relates to procured contracts which are addressed in the County Procurement Policy and Employee Handbook, hereby incorporated by reference.

3. **Mandatory Disclosures (31 USC 3799-3733, and 38 and Section 287.134 FS)**. Applicability: Any federal grant funded contract or Contract that may receive federal or state grants funds. Requirement: The proposer/contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the proposer/contractor's actions pertaining to this ITB. The proposer/contractor must disclose in writing all violations of Federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal or state award.

4. **Utilization of Minority and Women Firms (M/WBE) (2 CFR 200.321)**. Applicability: Any federal or state grant funded contract or Contract that may receive federal or state grants funds. Requirement: The proposer/contractor must take all necessary affirmative steps to assure that W/MBE enterprises and labor surplus firms are used, when possible, in accordance with the 2

CFR 200.321. If subcontracts are to be let, the prime proposer/contractor will require compliance by all subcontractors.

Prior to contract award, the proposer/contractor shall document efforts to utilize W/MBE firms, including what firms were solicited as supplies and/or subcontractors as applicable and submit this information with their ITB. Information regarding certified W/MBE Firms can be obtained from the:

- Florida Department of Management Services, Office of Supplier Diversity
- Florida Department of Transportation
- Minority Business Development or Small Business Administration in most large counties.
- Local Government M/WBE programs in most large counties and cities (e.g., Leon County/City of Tallahassee)

5. **Equal Employment Opportunity (As per 200 CFR, Appendix II(C); 42 CFR 61.1.4; 41 CFR 61-4.3; Executive Order No. 11246, as amended by Executive Order No. 11375).** Applicability: Except as otherwise provided under 41 CFR Part 60, applies to all and contracts that meet the definition of "federally assisted construction project" in 41 CFR Part 60, 1.3. Requirement: During the performance of a contract awarded pursuant to this ITB, the proposer/contractor agrees to comply fully with federal and state EEO laws. Furthermore, the proposer/contractor will require that all contracts for subcontractors require compliance with federal and state laws and shall include such provisions in competitive procurements and subcontracts.

6. **RESERVED**

7. **RESERVED**

8. **Copeland Anti-Kick Back Act (40 USC 3145, as supplemented by 29 CFR Part 3, and 18 USC 874).** Applicability: When required by Federal program legislation and/or the grant award, federally funded projects in whole or part, and all prime construction contracts in excess of $2,000.00 (or the current federal minimum) awarded by non-Federal entities, including Gadsden County. Requirement: If applicable to this ITB, the proposer/contractor shall:
   a. Comply with **40 USC 3145, as supplemented by 29 CFR Part 3, and 18 USC 874,** which are incorporated by reference to this ITB. The proposer/contractor are prohibited from including by any means any person employed in the construction, completion or repair of public work to give up and part of the compensation to which he or she is otherwise entitled.
   b. The prime contractor and its subcontractors shall insert into its contracts the clause above. The prime contractors shall be responsible for the compliance by any subcontractor or lower tier subcontractor.

9. **Contract Work Hours and Safety Standards Act (40 USC 3701-3708, as supplemented by 29 CFR Part 5).** Applicability: All contracts awarded in excess of $100,000.00, unless otherwise provided by Law, that involves the employment of mechanics or laborers. Requirement: If applicable to this *ITB* the proposer/contractor agrees to comply with all provisions of the Contract Work Hours and Safety Standards Act, as amended or supplemented, which requires contractors who employs mechanics or laborers, 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 half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 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 purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. **Clean Air Act (42 USC 7041-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1378, as amended).** Applicability: All contracts and subgrants awarded in excess of $150,000.00, or the current amount required by law. Requirement: If applicable to this *ITB* the proposer/contractor agrees to comply with all provisions of the Clean Air Act and the Federal Water Pollution Control Act, as amended or supplemented. Violations must be reported to the County for contracts awarded pursuant to this ITB, the Federal Awarding Agency, and the regional office of the US Environmental Protection Agency (EPA).

11. **Department and Suspension (2 CFR 200.214, and 2 CFR part 180, Executive Orders 12549 and 12689).** Applicability: All procurements funded fully or in part with federal grant funds. Requirement: proposer/contractor certifies that it and its principles, if applicable, are not presently debarred or suspended by any Federal or State department or agency from participating in this ITB. Proposer/contractor agrees to verify, to the extent applicable, that each lower tier contractor that exceeds $25,000.00 as a "covered transaction" under the services to be provided is not presently disbarred or otherwise disqualified from participating in the federally funded, in part or whole, services.
    a. The services or the work to be provided pursuant to this ITB is a covered transaction for the purposes of 2 CFR part 180. As such and as defined by 2 CFR Part 180, the proposer/contractor is required to verify that it and none of its affiliates are excluded or disqualified at the time of submittal of a response to this ITB and throughout the period of any contract that may arise from an award to this ITB.
    b. The proposer/contractor must comply with 2 CFR part 180 and must include a requirement to comply with these regulations in any lower tier covered transactions.
    c. The proposer/contractor agrees to accomplish compliance at a minimum by:
        1) Checking SAM (the federal System for Award Management) at http://www.sam.gov.
        2) Will sign a certification (included as Form 12 to this ITB) statement and will require all its subcontractors to sign a certification (the same or similar to Form 12 to this ITB).
        3) Insert a clause or condition in the covered transaction (i.e., contract) with the lower tier (sub)contractor.

12. **Byrd Anti-Lobbying Amendment (31 USC 1352).** Applicability: All contracts awarded in excess of $100,000.00. Requirement: The proposer/contractor must sign and submit the attached certification (included Form 17 to this ITB) with its response. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay or influence any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Furthermore, 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 up to the non-federal (recipient) award.
The proposer/contractor will ensure that all its subcontractors certify compliance by having each subcontractor complete a certification included as Form 17 to this ITB in its response.

13. **Rights to Inventions Made Under a Contract or Agreement (37 Part 401).** Applicability: If the federal award meets the definition of "funding agreement" under 37 CFR 401.2, additional standard patent rights clauses in accordance with 37 CFR 401.14 if applicable.

14. **Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247).** Applicability: All contractors of Gadsden County, when federal funds in part or in whole are being used to fund a contract. Requirement: The proposer/contractor 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 EPA at 40 CFR part 247 that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000.00, or the value of the quantity acquired during preceding fiscal year exceeded $10,000.00; 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.

15. **Access to Records and Reports (2 CFR 337).** Applicability: All contracts that are funded in part or in whole by federal grant funding. Requirement: The proposer/contractor will make available to the awarding agency, the Government Accountability Office, the Comptroller General of the United States, Gadsden County, the Gadsden County Clerk's Office, and any other duly authorized federal, state or local representative any books, documents, papers or other records, including electronic records, of the Contractor, pursuant to this ITB that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interviews and discussion related to such documents. This right shall continue as long as records are retained pursuant to applicable record retention requirements.

16. **Record Retention (2 CFR 200.334 and 336).** Applicability: All contracts that are funded in part or in whole by federal grant funding. Requirement: The proposer/contractor will retain all required records pertinent to the contract awarded pursuant to this ITB for a period of not less than three (3) years, unless longer as required by law, beginning on the date described in 2 CFR 200.333, and retained in compliance with 2 CFR 200.333 and 336.

17. **Termination for Default (Breach or Cause) (2 CFR Appendix II Part 200).** Applicability: All contracts that are funded in part or in whole by federal grant funding above $10,000.00. Requirement: If a contractor does not deliver commodities, equipment, or real property in accordance with the Contract the Contractor's proposal, and Task Order if applicable, pursuant to the ITB, or if for services, the contractor fails to perform in accordance with the Contract, the Contractor's proposal, and Task Order if applicable, pursuant to the ITB, or if a contractor fails to comply with any other provision of this ITB, the County may terminate the contract for default. The Contractor will only be paid the contract price for supplies delivered and accepted, or the services performed in accordance with the manner of performance set forth in the contract.

18. **Termination for Convenience (2 CFR Appendix II Part 200).** Applicability: All contracts that are funded in part or in whole by federal grant funding above $10,000.00. Requirement: The

County may terminate a contract for convince in whole or in part at any time upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactory performed for which cost can be substantiated.

19. **Safeguarding Personal Identifiable Information (2 CFR 200.82).** Applicability: All contracts that are funded in part or in whole by federal grant funding. Requirement: The proposer/contractor 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.

20. **Prohibition on Utilization of Cost Plus a Percentage of Cost Contracts (2 CFR Part 200).** Applicability: All contracts that are funded in part or in whole by federal grant funding. Requirement: The County will not award contracts funded in part or in whole with federal funding on a cost-plus percentage basis.

21. **Energy Policy and Conservation Act (43 USC 5201 and CFR Appendix II.H Part 200).** Applicability: For contract funded in part or in whole by federal funding above $10,000.00. Requirement: The proposer/contractor will comply with mandatory standards and policies relating to energy efficiency pursuant to the Energy Policy and Conservation Act.

22. **Trafficking Victims Protection Act (2 CFR 175)**. Applicability: For contract funded in part or in whole by federal funding. Requirement: The proposer/contractor will comply with the Trafficking Victims Protection Act, as amended or supplemented, which prohibits the proposer/contractor from (1) engaging in severe forms of trafficking in persons during the period of time that this contract is in effect; (2) procuring a commercial sex act during the period of time this contract is in effect; or (3) using forced labor in the performance of the contracted services under this contract. This contract may be unilaterally terminated immediately by the County for the proposer/contractor's violation of this provision, without penalty.

23. **Domestic Preference for Procurements (2 CFR 200.322).** Applicability: For contract funded in part or in whole by federal funding. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for services provided in this contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

24. **Buy American (Build America, Buy America Act, Public Law 117-58, 29 USC 50101, Executive Order 140050).** Applicability: For purchases, funded in part or in whole by federal funding and as required by the funding agency, of iron, steel, manufactured products, and construction materials permanently incorporated into infrastructure projects must be produced in the United States. Requirement: The requirements of the Buy American will be applied based on the grant award and granting agency. If Buy American is required, it will be specifically required in the ITB and the contract.

25. **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (2 CFR 200.216, Public Law 115-232, Section 887).** Applicability: All contracts funded in part or whole with federal funds. Requirement: The proposer/contractor and any of its subcontractors

are prohibited to obligate or spend federal grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter in a contract to procure or obtain equipment, services, or systems as a substantial or essential component of any system, or as a critical technology as part of any system, as described in Public Law 115-232, section 889.

26. **Enhanced Whistleblower Protections (41 USC 4217).** Applicability: National Defense Authorization Act of 2013, extending whistleblower protections to proposer/contractor's employees may apply to federal grant funds involved with this contract. Requirement: An employee of the proposer/contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 USC 4217, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant award, a gross waste of federal funds, an abuse of authority relating to a federal contract or federal grant award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or federal grant award.

27. **Federal Funding Accountability Act (FFATA) (2 CFR 200.300, 2 CFR Part 170).** Applicability: All contracts funded in part or whole with federal funds. Requirement: In accordance with FFATA, the proposer/contractor shall upon request, provide to the County information as specified and required by FFATA, see FFATA Act (2006) | GRANTS.GOV.

28. **Federal Awardee Performance and Integrity Information System (FAPIIS) (the Duncan Hunger National Defense Authorization Act of 2009) (Public Law 110-417, 2 CFR Appendix XII, Part 200).** Applicability: All contracts funded in part or whole with federal funds. Requirement: The proposer/contractor, if subject to Public Law 110-417, shall update the information in the Federal Awardee Performance and Integrity Information System (FAPISS) on a semi-annual basis, throughout the life of this [contract/resulting contract], by posting the required information in the System for Award Management via http://www.sam.gov

29. **Never Contract with the Enemy (2 CFR Part 183).** Applicability: Only to federal grants and cooperative agreements in excess of $50,000.00 performed outside the United States, including US territories and are in support of a contingency operation in which members of the Armed Forces are activity engaged in hostilities. Requirements. In the event the *Never Contract with Enemy* provision is applicable, it will be stated and required in the ITB documents and contract.

30. **Government Seals, Logos and Flags.** Applicability: All contracts funded in part or whole with federal or state funds. Requirement: The proposer/contractor shall not use any federal, state and local seal(s), logos, crests, or reproduction of flags or likenesses of any federal, state and local agency without specific and written approval.

31. **No Obligation by Federal Government.** Applicability: All contracts funded in part or whole with federal funds. Requirement: The federal government is not a party to this ITB or this contract and is not subject to any obligations or liabilities to the non-federal entity, or any other party pertaining to any matter resulting from this ITB or this contract.

The _____ [insert name of the signatory] on behalf of _____ the proposer/consultant is authorized to sign below and confirms that the proposer/contractor has read and understands all federal provisions and clauses herein, and if fully able to comply with these federal provisions and clauses to this ITB and the contract. Furthermore, the proposer/consultant has made inquiries and further examination of the law and requirements as necessary for applicability and compliance.

Date: _____ Signature: _____

Company: _____ Name: _____

Address: _____ Title: _____

Email: _____

Phone No: _____

APPENDIX B: CHECKLIST OF REQUIRED FORMS, DOCUMENTS, and CERTIFICATIONS:

CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:

Please submit the items on the following list and any other items required by any section of this ITB. ***The checklist is provided as a courtesy and may not be inclusive of all items required within this ITB:***

FORMS CHECKLIST

_____Form 1 – Proposal Transmittal (Submittal) Form (on proposer's letterhead)
_____Form 2 – Qualification Application and Questionnaire
_____Form 3 – References and Conflicts
_____Form 4 – Indemnification/Hold Harmless
_____Form 5 – Public Entity Crimes
_____Form 6 – Equal Opportunity/Affirmative Action
_____Form 7 – Drug Free Workplace
_____Form 8 – Conflict of Interest
_____Form 9 – Non-Collusion
_____Form 10 – Ethical Business Practices
_____Form 11 – Subcontracting
_____Form 12 – Debarment/Suspensions
_____Form 13 – Employee Eligibility Verification (E-Verify)
_____Form 14 – Insurance Certification/Policy Endorsements
_____Form 15 – Comments on Draft Contract
_____Form 16 – System of Award Management (SAM.gov)
_____Form 17 – Byrd Anti-Lobbying
_____Form 18A – Performance Bond
_____Form 18B – Payment Bond
_____Form 19 – Civil Rights
_____Form 20 – Anti-Human Trafficking
_____Form 21 – Foreign County of Concern
_____Form 22 – Truth in Negotiation

APPENDIX 07: SAMPLE TASK ORDER AND COST SUMMARY FOR NEGOTIATED TASK ORDERS

TASK ORDER #

Consultant Name:

ITB #_____

Project Title: _____

Is project grant funded in part or whole? ___Yes or ___No (If yes, attach grant agreement and note any special conditions or provisions.)

Section I. BACKGROUND Section [Project Name, purpose, project location, background, including if grant funding involved/grant number, etc.)

II. SCOPE OF SERVICES – ARCHICTURAL

A. Preliminary Design Services (or Other Services/Reports/etc.)

B. Final Design Services (or Other Services/Reports/etc.)

C. LIST ALL ARCHICTURAL SERVICES REQUIRED FOR THE PROJECT [to be negotiated between the County and the Contractor based on the project scope of work, the ITB #_____ and awarded contract. (note, other services may be addressed in a separate Task Order following completion of the final design, at the County's discretion.)

Section III. SUB-CONSULTANTS/CONTRACTORS

List the names and the general tasks/responsibilities for any proposed subconsultants. Identify subcontractors that were not included in the original response to the ITB #_____, and note if they are certified minority firms.

Section IV. COUNTY'S RESPONSIBILITY [to be negotiated between the County and the Contractor based on the project scope of work, the ITB #_____ and awarded contract.

Section V. DELIVERABLES [to be negotiated between the County and the Contractor based on the project scope of work, the ITB #_____ and awarded contract.

Section VI. SCHEDULE [to be negotiated between the County and the Contractor based on the project scope of work, the ITB #_____ and awarded contract.

Section VII. METHOD OF COMPENSATION This section will include any allowances (surveying, geotech, permitting, etc.) set aside for work not covered under the actual services previously described.

[Liquidated damages? Delay damages?]

Attachments:

A. Project Tasks/Personnel/labor-hour Estimation
B. Grant Agreement #_____(to be attached if project is funded in whole or in part with grant funds)
C. Special Conditions or Provisions (to be attached if applicable to a specific task order)

NAME OF FIRM

AUTHORIZED REPRESENTATIVE SIGNATURE/DATE

AUTHORIZED REPRESENTATIVE NAME AND TITLE

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

AUTHORIZED REPRESENTATIVE SIGNATURE/DATE

AUTHORIZED REPRESENTATIVE NAME AND TITLE

Sample Gadsden County Cost Summary for Negotiated Task Order

Part 1 – General Information	
1. Project Name:	2. Grant Information if applicable (awarding agency/number
3. ITB Number:	
3. Contractor's Name:	4. Date of Proposal:
5. Contractor's Address:	6. Type of Service to Be Provided:

Part 2 – Cost Summary			
7. Direct Labor *(Specify labor categories.)*	Hourly Rate	Estimated Cost	Totals
Direct Labor Total			
8. Indirect Costs *(Specify indirect costs.)*	Base	Estimated Cost	
Indirect Costs Total			
9. Other Direct Costs			
a. Travel		Estimated Cost	
1) Transportation			
2) Per Diem			
Travel Subtotal			
b. Equipment, Materials & Supplies *(List items.)*	Cost	Estimated Cost	
Equipment Subtotal			
c. Subcontracts		Estimated Cost	
Subcontracts Total			
d. Other		Estimated Cost	
Other Subtotal			
Other Direct Costs Total			
10. Total Estimated Cost			
11. Profit			
12. Total Price			

FORM INDEX

Form 1 – Proposal Transmittal (Submittal) Form (on proposer's letterhead)
Form 2 – Qualification Application and Questionnaire
Form 3 – References and Conflicts
Form 4 – Indemnification/Hold Harmless
Form 5 – Public Entity Crimes
Form 6 – Equal Opportunity/Affirmative Action
Form 7 – Drug Free Workplace
Form 8 – Conflict of Interest
Form 9 – Non-Collusion
Form 10 – Ethical Business Practices
Form 11 – Subcontracting
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Form 20 – Anti-Human Trafficking
Form 21 – Foreign County of Concern
Form 22 – Truth in Negotiation

FORM 1 – PROPOSAL TRANSMITTAL (SUBMITTAL) FORM (TO BE ON PROPOSER'S LETTERHEAD)

The Board of County Commissioners of Gadsden County reserves the right to accept or reject any and/or all proposals in the best interest of Gadsden County.

Eric Hinson, Board Chair
Gadsden County Board of County Commissioners

This submittal of _____, ("Firm") organized and existing under the laws of the State of _____doing business as _____(Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Gadsden County, ("County").

In compliance with the ITB 26-07, this Firm proposes to perform all work as detailed in this submittal.

By this Submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

This Proposal is in response to the ITB 26-07 EMS- Quincy Facility which is submitted by the below-named firm/individual by the undersigned, authorized agent.

_____
(Firm Name)

BY_____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

_____

TELEPHONE _____

E-MAIL _____

FEID #_____ **SAM UEI#**_____

LISTING OF ANY CERTIFICATIONS OR LICENSES CURRENTLY HELD:

NAME:_____**NUMBER:**_____**STATE:** _____

NAME:_____**NUMBER:**_____**STATE:**_____

NAME:_____**NUMBER:**_____**STATE**

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)
Addendum #1 dated_____ **Initials**____
Addendum #2 dated_____ **Initials**____
Addendum #3 dated_____ **Initials**__
Addendum #4 dated_____ **Initials**____
Addendum #5 dated_____ **Initials**__

FORM 2 – QUALIFICATION APPLICATION AND QUESTIONNAIRE

.All qualification packages must be submitted with the BID to be considered. No exceptions.

PURPOSE: To provide Gadsden County with reasonable assurance that the Proposer/Bidder has the financial assets, resources, workforce, and experience to complete the work and fulfill an agreement with the County.

FIRM NAME: _____

BUSINESS ADDRESS:_____

CITY, STATE, ZIP: _____

PHONE NUMBER WITH AREA CODE: _____

EMAIL:_____

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. What is the Proposer's/Bidders current Florida licensure for the work proposed?

2. Number of years the Proposer's/Bidder's organization has been in business.

3. Describe and provide contact information for current ***projects that you have underway***. Will you have a project(s) underway that might interfere with the start of the work and completion schedule? The proposer/bidder is not limited to three (3) projects; please add additional projects if more than three (3) projects.

Project 1:
Name of Project_____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed:_____ Contract Value:_____

Team Members:
_____

Project Description:
_____

_____

Project 2:
Name of Project:_____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed:_____ Contract Value:_____

Team Members:
_____

Project Description:

_____

_____

Project 3:
Name of Project_____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed:_____ Contract Value:_____

Team Members:

_____

Project Description:

_____

_____

4. List and provide a brief description of projects ***completed*** similar in type, size, or larger, and nature as the one proposed in this ITB. The proposer/bidder is not limited to three (3) projects; please add additional projects if more than three (3) projects.

Project 1
Name of Project_____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed: _____ Contract Value:_____

Team Members:

_____

Project Description:

_____

_____

Project 2
Name of Project:_____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed:_____ Contract Value:_____

Team Members:

_____

Project Description:

_____

_____

Project 3
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed:_____ Contract Value:_____

Team Members:

_____

Project Description:

_____

_____

5. List any ***additional references you would like to include outside of projects*** similar in scope to this project.

Project 1
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Project Description:

_____

_____

Project 2
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Project Description:

_____

_____

Project 3
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Project Description:

_____

_____

6. List the ***projects underway or completed in Gadsden County***, Florida, if any, in the past five (5) years:

Project 1
Name of Project:_____

Owner: _____ Telephone Number:_____

Address:_____

Date Completed: _____ Contract Value:_____

Project Description:

_____

_____

Project 2
Name of Project:_____

Owner: _____ Telephone Number:_____

Address:_____

Date Completed:_____ Contract Value:_____

Project Description:

_____

_____

Project 3
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Date Completed:_____ Contract Value:_____

Project Description:

_____

_____

7. Has the Proposer/Bidder failed to complete any work awarded (contracted)? If yes, where and way?

_____

_____

8. List all past and current project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving the Proposer/Bidder (Company) for the last three (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).

_____

_____

_____

9. State the true and exact, correct, and complete name under which the Proposer/Bidder does business:

PROPOSER/BIDDER IS:

SOLE PROPRIETORSHIP

_____ (SEAL)
(Individual's Signature/Date)

_____
(Individual's Name)

Florida Business License No. and Expiration Date: _____

Business Address: _____

Phone Number: _____ Email: _____

A PARTNERSHIP

_____ (SEAL)
(Partnership's Name)

_____
(General Partner's Signature/Date)

_____
(General Partner's Name)

Florida Business License No. and Expiration Date: _____

Business Address: _____

Phone Number: _____ Email: _____

A CORPORATION

_____ (SEAL)
(Corporation Name)

_____
(State of Incorporation)

*By:*_____
(Name of Person Authorized to Sign)

_____
(Title)

_____
(Authorized Signature/Date)

Florida Business License No. and Expiration Date: _____

Attest: _____
(Secretary/Date)

Business Address: _____

Phone Number: _____ Email: _____

10. LIST ALL PRINCIPALS OF ORGANZATION (President, Vice-President, Secretary-Treasurer, Partner, etc.)

_____

_____

_____

_____
Signature of Person Submitting Application/Date

_____
Printed Name of Person Submitting Application

_____
Title of Person Submitting Application

FORM 3: REFERENCES AND CONFLICTS

Proposer/Bidder Name:_____

Proposers/Bidders are required to submit with their Proposal/Bid references and conflicts in accordance with the ITB with which they have provided similar services as requested in this solicitation. Proposers/Bidders shall use this form to provide the required reference information. The BOCC/COUNTY reserves the right to contact any and all references in the course of this ITB and make a responsibility determination, not subject to review or challenge.

REFERENCES

FORMER CLIENTS and Project Description	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	

Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

CONFLICTS, IF APPLICABLE

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Authorized Signature:_____

Name: _____ **Title:**_____

FORM 4: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

Form 5 – Public Entity Crimes

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

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

1. This sworn statement is submitted to Gadsden County Board of County Commissioners

By:_____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

Whose business address is:

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is._____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
_____.

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

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

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

   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 ofan affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding

contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

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

_____
(Signature)

Sworn to and subscribed before me this_____ day of, 20__.

Personally known_____OR Produced identification_____
(Type of identification)

_____
NOTARY PUBLIC

Notary Public - State of _____

My commission expires:_____

_____
Printed, typed, or stamped commissioned name of notary public

Form 6 – Equal Opportunity/Affirmative Action

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

Form 7 – Drug Free Workplace

DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurementof commodities or contractual services, a response received from a business that certifies that it has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to,any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5) Impose a sanction, on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR_____TITLE_____

AUTHORIZED SIGNATURE_____DATE _____

Form 8 – Conflict of Interest

DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee, or agent is also an officer or an employee of the Gadsden County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Gadsden County:

_____ _____

_____ _____

Name of a State Officer or Employee that owns 5% or more in Respondent's firm:

_____ _____

_____ _____

_____
Name

_____
Company

_____
Date

Form 9 – Non-Collusion

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes, and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Gadsden County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

_____
(Name of Corporation, Partnership, Individual, etc.)

a,_____ formed under the laws of_____
(Type of Business) (State or Province)

of which he is._____.
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Gadsden County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

_____ _____
AFFIANT'S NAME AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME on this____day of _____ (month) 20____(year)

Personally Known_____or Produced Identification_____

Type of Identification_____

_____
Notary Public

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Form 10 – Ethical Business Practices

ETHICS CLAUSE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress,or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federalgrant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____	_____
Signature	Date
_____	_____
Name of Authorized Individual	Name of Company/Organization
	_____
	Address of Company/Organization
	_____

Form 11 – Subcontracting

LIST OF PROPOSOSED CONTRACTORS AND SERVICES TO BE PERFORMED

Please identify any subcontractors that Proposer is currently working with or has worked with in the past.

Subcontract 1 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 2 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 3 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 5 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 6 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 7 Name: City/State/Zip Services to Perform and Percentage:

Form 12 – Debarment/suspensions

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
   b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

_____
Signature

_____
Title

_____
Contractor/Firm

_____
Address

Form 13 – Employee Eligibility Verification (E-Verify)

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employeeshired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this ITB regarding E-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Form 14 – Insurance Certification/Policy Endorsements

REQUIRED POLICY ENDORSEMENTS AND DOCUMENTATION

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of thecontract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Gadsden County, Florida, its Officers, employees, and volunteers)
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Gadsden County, Florida, its officers, employees, and volunteers)-

General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ■ Coverage will be placed, without exception ■

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name_____ Signature_____
Typed or Printed

Date _____ Title_____
(Company Risk Manager or Manager with Risk Authority)

Comments on Draft Contract

Describe any anticipated problems with the draft contract, and your proposed solutions. If no anticipated problems were found, indicate "None".

1. **Contract problem and issue (include article number and specific problem).**

2. **Objection by Proposer/Bidder**

3. **Suggested Resolution**

_____ _____

Signature/Authorized Certifying Official Date

_____

Typed Name and Title

Form 16 – System of Award Management (SAM.gov)

Include copy of print out from SAM.gov website showing valid registration of entity with UEI and FEIN numbers

For Example:

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS ● Active Registration

Unique Entity ID:
RB45LAJS8GZ8

CAGE/NCAGE:
5EQY6

Doing Business As:
(blank)

Physical Address:
5 E JEFFERSON ST
QUINCY, FL 32351-2405 USA

Expiration Date
Sep 11, 2026

Purpose of Registration:
All Awards

Form 17 – Byrd Anti-Lobbying

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature/Authorized Certifying Official Date

_____

Typed Name and Title

Form 18A – Performance Bond

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

_____CONTRACTOR (Name)

_____Address

_____SURETY (Name)

_____Address of Principal Place of Business

_____OWNER (Name)

_____Address

_____CONSTRUCTION CONTRACT Date

_____Amount

_____Description (Name and Location)

_____BOND Date (Not earlier than Construction Contract Date)

_____Amount

_____Modifications to this Bond Form

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the following two pages, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company_____ (Corp. Seal)

Signature_____

Name and Title _____

SURETY
Company_____ (Corp. Seal)

Signature_____

Name and Title _____

(Attach Power of Attorney)

Form 18B – Payment Bond

Payment Bond

_____Date Bond Executed (Must be same or later than date of contract)

_____Principal (Legal name

_____Business address

_____Type Of Organization
(Choose one: individual, partnership, joint venture, corporation, other (specify))

_____State Of Incorporation

_____Penal Sum of Bond
(amount; contract date; contract number)

Obligation:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

_____Witness:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

_____Principal Signature

_____Printed Name and Title

_____Individual Surety(ies) Signature

_____Printed Name and Title

_____Corporate Surety(ies) Signature

_____Printed Name and Title

Form 19 – Civil Rights

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, SECTION 1557 OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT, AND FEDERAL CONSCIENCE AND NONDISCRIMINATION LAWS

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. § 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin (including limited English proficiency) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex (including pregnancy, sexual orientation, and gender identity), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services(45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin (including limited English proficiency), age, disability, or sex (including pregnancy, sexual orientation, and gender identity) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.

As applicable, the Church Amendments, as amended (codified at 42 U.S.C. § 300a-7), the Coats-Snowe Amendment (codified at 42 U.S.C. § 238n), the Weldon Amendment (e.g., Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, Div. H, Title V § 507(d), 136 Stat 49, 496 (Mar. 15, 2022)) as extended by the Continuing Appropriations and Ukraine Supplemental Appropriations Act, 2023, Pub. L. No. 117-180, Div. A, § 101(8) (Sep. 30, 2022); Section1553 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18113), and Section1303(b)(4) of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18023(b)(4)), and45 C.F.R. Part 88, to the extent that the rights of conscience are protected and associated discrimination and coercion are prohibited, in any program or activity for which the Applicant receives Federal

financial assistance. Consistent with applicable court orders, the version of Part 88 in effect as of [October 20, 2022] is found at 76 Fed. Reg. 9968-9977 (Feb. 23, 2011).

The Applicant agrees that compliance with this assurance constitutes a material condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees, and assignees for the period during which such assistance is provided.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

_____Name of Agency Receiving/Requesting Funding

_____Title of Authorized Official

_____Printed Name of Official

_____Signature of Authorized Official

_____Date

Form 20 – Anti-Human Trafficking

Human Trafficking Attestation

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with The Florida International University Board of Trustees or any of its direct support organizations (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

3. Nongovernmental Entity has read the foregoing attestation, confirms that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

_____ Nongovernmental Entity

_____ Printed Name

_____ Title

_____ Signature

_____ Date

Form 21 – Foreign County of Concern

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355) This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

_____Signature

_____Printed Name

_____Title

_____Date

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

_____
Name of Consultant

_____
By

_____
Date

Board of County Commissioners
Agenda Request

Date of Meeting: **March 3, 2026**

Date Submitted: **February 23, 2026**

To: Honorable Chairman and Members of the Board

From: **Reginald James, Interim County Administrator**
Curtis Young, Public Works Director

Subject: **FDOT Grant Application / Resolution**

Statement of Issue:

This agenda item seeks Board approval to apply for the following grants through FDOT SCRAP, SCOP, B-SCOP and CIGP. The grant cycle is currently open and will close March 15th, 2026. The county has selected five roads and one bridge for acceptance.

Background:

The proposed grant applications are for the 2026 FDOT grant solicitation. The grant programs are Small County Road Assistance Program (SCRAP), Small County Outreach Program (SCOP), Bridge SCOP (B-SCOP), and County Incentive Grant Program (CIGP). The County will submit 2 SCRAP applications, 2 SCOP applications, 1 BSCOP application, and 1 CIGP application.

Analysis:

Based on a review the following five roads and one bridge have been selected for the FDOT Program.

Attapulgus Hwy Ph II, Soloman Dairy Road (SCOP)
Iron Bridge Road, Sycamore Road (SCRAP)
Mt. Pleasant Road Bridge over Mosquito Creek (B-SCOP)
Ben Bostic Ph II (CIGP)

A resolution must be approved and executed, which is an application requirement to complete the applications by March 16, 2026, deadline.

Fiscal Impact:

If approved by FDOT, the project will be funded entirely through the associated FDOT grant program. No fiscal impact on the County.

Options:

1. Approve the attached FDOT grant selection resolution and authorize the Chairman to sign.
2. Do not approve.
3. Board directions.

Interim County Administrator's Recommendation:

Option 1

Attachment(s):

1. FDOT Grants Selections Resolutions

RESOLUTION NO.: 2026-018

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OR CLERK OF COURT OF THE BOARD OF COUNTY COMMISSIONERS TO APPLY FOR FDOT FUNDING THROUGH THE "SMALL COUNTY OUTREACH PROGRAM (SCOP)", "SMALL COUNTY RESURFACING ASSISTANCE PROGRAM (SCRAP)", THE "COUNTY INCENTIVE GRANT PROGRAM (CIGP)", AND THE BRIDGE REPAIR: SMALL COUNTY OUTREACH PROGRAM (B-SCOP) FOR THE FOLLOWING ROADS: SOLOMAN DAIRY ROAD, ATTAPULGUS HWY PH II, SYCAMORE ROAD, IRON BRIDGE ROAD, BEN BOSTIC PH II, AND MT. PLEASANT ROAD BRIDGE OVER MOSQUITO CREEK.

WHEREAS, Gadsden County, Florida has requested the State of Florida Department of Transportation for financial assistance through their SCOP, SCRAP, B-SCOP, and CIGP grant programs for the following roads: **Soloman Dairy Road (SCOP), Attapulgus Hwy Ph II (SCOP), Sycamore Road (SCRAP), Iron Bridge Road (SCRAP), Ben Bostic Ph II (CIGP), and Mt. Pleasant Road Bridge over Mosquito Creek (B-SCOP)**

WHEREAS, the State of Florida has requested that Gadsden County submit six (6) applications for financial assistance for roadways, two (2) SCOP, one (2) SCRAP, one (1) CIGP, and one (1) B-SCOP attached hereto; and

WHEREAS, the State of Florida Department of Transportation requires that a resolution be passed by the Board of County Commissioners of Gadsden County in support for applying for financial assistance through their SCOP, SCRAP, CIGP, and B-SCOP grant programs.
yu
NOW THEREFORE BE IT RESOLVED BY THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS OF FLORIDA THAT:

1. The Chairman or Clerk of Court of the Board of County Commissioners of Gadsden County, Florida apply for financial assistance from the Florida Department of Transportation for Two (2) SCOP, one (2) SCRAP, one (1) CIGP, and one (1) B-SCOP grant programs.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Gadsden County, Florida, on this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA

_____
CHAIR

ATTEST:

_____
NICHOLAS THOMAS, CLERK

Board of County Commissioners
Agenda Request

Date of Meeting: March 3, 2026

Date Submitted: February 24, 2026

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Curtis Young, Public Works Director

Subject: Approval of Purchase Order for Debris Removal from Clark Pitt

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Statement of Issue:

This agenda item seeks Board approval for task order with Jimmie Crowder Excavating and Land Clearing Inc. to grind wood debris at Edwin Clark Pitt.

Background:

Gadsden County owns Clark Pit located off Edwin Clark Road. In the past, Gadsden County Public Works collected limbs and tree debris throughout Gadsden County and disposed of the material by burning it at Clark Pit after obtaining the required burn permits from the Florida Department of Environmental Protection (FDEP).

In June 2025, FDEP notified the County that an inspection of the pit would be conducted. Following that inspection, Gadsden County was informed that it could no longer burn debris at Clark Pit.

Analysis:

The Florida Department of Environmental Protection has ceased issuing burn permits to Gadsden County for the Clark Pit located off Edwin Clark Road.

As a result, we are recommending the use of local contractor Jimmie Crowder Excavating for the proper disposal of limbs and tree debris currently located at Edwin Clark Pit.

Fiscal Impact:
The total cost of this project is $24,500.00, which will be funded through Solid Waste Grant.

Options:

1. Approve the Purchase Order for Jimmie Crowder Excavating Inc in the amount of $24,500.00
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

1. Email Correspondence with (FDEP) Florida Department of Environmental Protection.
2. Edwin Clark Pitt Deris Closure Letter.
3. Purchase Order

Florida Department of

Environmental Protection

Inspection Checklist

FACILITY INFORMATION:

Facility Name:	EDWIN CLARK ROAD PIT
On-site Inspection Start Date:	06/13/2025
On-site Inspection End Date:	06/13/2025
WACS No.:	102852
Facility Street Address:	833 EDWIN CLARK ROAD
City:	QUINCY
County Name:	GADSDEN
Zip:	32351

INSPECTION PARTICIPANTS:

(Include ALL Landfill and Department Personnel with Corresponding Titles)

Principal Inspector: Allison Graeber, Inspector

Other Participants: Megan Foster, Inspector; Rawn Washington, Supervisor

INSPECTION TYPE:

Routine Closure Inspection for WPF - Disaster Debris Management Site (DDMS)
Pre-Authorization Inspection for WPF - Disaster Debris Management Site (DDMS)

ATTACHMENTS TO THE INSPECTION CHECKLIST:

This Cover Page to the Inspection Checklist may include any or all of the following attachments as appropriate.

Note: Checklist items with shaded boxes are for informational purposes only.

15.0 - SECTION 15.0 - DISASTER DEBRIS MANAGEMENT SITES

15.0 - SECTION 15.0 - DISASTER DEBRIS MANAGEMENT SITES

Requirements:

The requirements listed in this section provide an opportunity for the Department's inspector to indicate the conditions found at the time of the inspection. A "Not Ok" response to a requirement indicates either a potential violation of the corresponding rule or an area of concern that requires more attention. Both potential violations and areas of concern are discussed further at the end of this inspection report.

Item No.	Pre-Authorization Inspection	Ok	Not Ok	Unk	N/A
15.1	Waste planned for management: ☐ Construction & Demolition Debris ☑ Yard Trash ☐ Ash ☐ Mixed				
15.2	Is the proposed debris management area located in a water body or wetlands? Section 403.7071(2), F.S. ☐ Yes ☑ No ☐ N/A				
15.3	Does the site have the proper setbacks? (Check any that are Not OK) ☐ 500 feet from a potable water well (debris other than yard trash & uncontaminated vegetative debris) ☐ 100 feet from a potable water well (yard trash & uncontaminated debris) ☐ 200 feet from a natural or artificial body of water (debris other than yard trash & uncontaminated vegetative debris) ☐ 50 feet from a natural or artificial body of water (yard trash & uncontaminated debris)				
15.4	Does the site have adequate access controls? ☑ Yes ☐ No ☐ N/A				
15.5	Are the site description and plans for operation in accordance with the Disaster Debris Management Site guidance? ☑ Yes ☐ No ☐ N/A				
Item No.	**Operation Inspection**	**Ok**	**Not Ok**	**Unk**	**N/A**
15.6	Waste managed: ☐ Construction & Demolition Debris ☐ Yard Trash ☐ Ash ☐ Mixed				
5.7	Is debris or other solid waste being stored, processed, or disposed of in wetlands or other surface waters? Section 403.7071(2), F.S.	✓			

15.8	Does the site have adequate stormwater controls? ☐ Yes ☐ No ☐ N/A				
15.9	Does the site have a method to control the offsite migration of dust, wood chips, or ash? ☐ Yes ☐ No ☐ N/A				
15.10	Does the site have adequate access controls? ☐ Yes ☐ No ☐ N/A				
15.11	Does the site have adequate spotters? ☐ Yes ☐ No ☐ N/A				
15.12	Is unauthorized or putrescible waste segregated and removed from the site as soon as practicable? ☐ Yes ☐ No ☐ N/A				
15.13	Is the burning of vegetative debris, yard trash, or untreated wood from C&D debris in accordance with Section 403.7071(6), F.S.?	✓			
15.14	Is the site operating in accordance with the plans for operation? ☐ Yes ☐ No ☐ N/A				
Item No.	**Closure Inspection**	**Ok**	**Not Ok**	**Unk**	**N/A**
15.15	Has all disaster debris been removed from the site? Section 403.7071(2), F.S.	✓			
15.16	Was only clean wood and/or vegetative material used to produce mulch beneficially used or left on-site? ☐ Yes ☐ No ☑ N/A				
15.17	Is there any observed evidence of spills or leaks requiring the site to perform environmental sampling in accordance with the Disaster Debris Management Site guidance? ☐ Yes ☑ No ☐ N/A				

Comments

On June 13, 2025, a routine closure inspection was conducted at the Edwin Clark Road Pit by Florida Department of Environmental Protection (DEP or Department) personnel. The facility was utilized for DDMS activities following the Hurricane Sally event in September 2020. Gadsden County, as the facility operator, indicated they have ceased processing debris relating to that event and have submitted a closure statement to the Department. The staged vegetative debris shown in the photos below was generated from recent rainstorms in Gadsden County. All Hurricane Sally debris brought to the site appears to have been removed, and the site appears to meet the closure requirements as a Disaster Debris Management Site.

On June 13, 2025, a pre-authorization inspection was conducted at the Edwin Clark Road Pit by Department personnel for Gadsden County to use this site as a DDMS for the temporary storage and processing of storm-generated debris in the event of a storm event during the 2025 Hurricane Season. The site is located off Edwin Clark Road in the Quincy area of Gadsden County.

Department personnel were greeted by Mr. Rawn Washington, Public Works Supervisor, upon arrival. Mr. Washington provided an overview of the site and their current operations. Vegetative debris generated from weather events in Gadsden County is picked up from roadways by the Public Works Department and brought to this site for processing. Mr. Washington explained that the debris is processed through open-pile burning and the residual ash is spread across the site. Public Works staff also clear stormwater ditches following weather events and stage the removed sediment on site. Department personnel observed a pile of lime rock used to fill damaged roadways also staged on site.

At the time of inspection, it appeared that all required setbacks related to potable water wells, right of way to public roads, and water bodies are being met. Site access was controlled by a gate.

It appears that the site is suitable as a DDMS facility for the temporary storage of hurricane/storm generated debris. If the site is activated after a storm event, please ensure operations are in compliance with the Florida Department of Environmental Protection Guidance for Establishment, Operation, and Closure of Disaster Debris Management Sites (DDMS) guidance available at https://floridadep.gov/sites /default/files/DDMS%20Guidance%20100524%20v.pdf

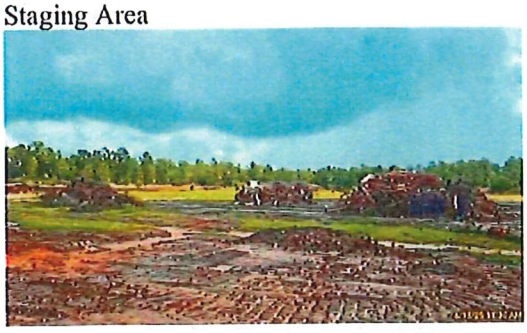
In addition, please be aware that debris piles containing large amounts of vegetative waste can quickly become a fire hazard. Any facility accumulating debris of this type should be managed to minimize the potential for fire. Please consult with your local fire department, or the State of Florida Forest Service, (https://www.fdacs.gov/Divisions-Offices/Florida-Forest-Service) for fire prevention guidance.

Attachments

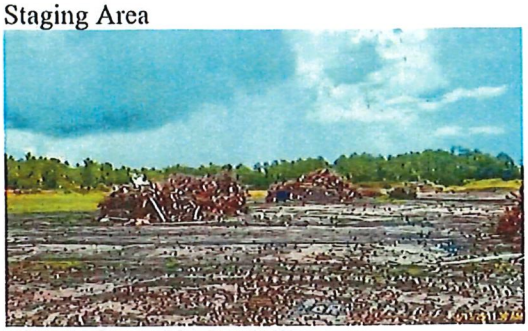
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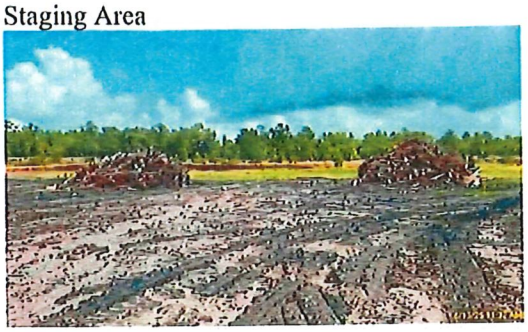
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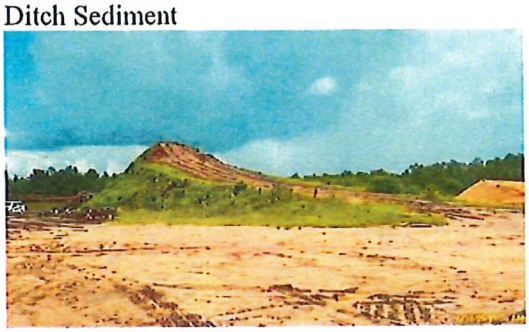
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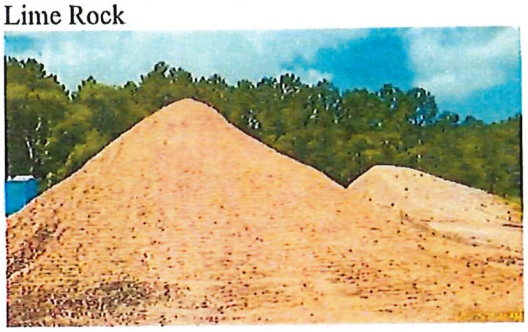
Staging Area



Ditch Sediment



Lime Rock



Signed:

Allison Graeber	Inspector
PRINCIPAL INSPECTOR NAME	**PRINCIPAL INSPECTOR TITLE**
AG	DEP 06/18/2025
PRINCIPAL INSPECTOR SIGNATURE	**ORGANIZATION** **DATE**

Megan Foster	Inspector
INSPECTOR NAME	**INSPECTOR TITLE**
NO SIGNATURE REQUIRED	DEP
INSPECTOR SIGNATURE	**ORGANIZATION**

Rawn Washington	Supervisor
REPRESENTATIVE NAME	**REPRESENTATIVE TITLE**
NO SIGNATURE REQUIRED	Gadsden County Public Works
REPRESENTATIVE SIGNATURE	**ORGANIZATION**

NOTE: By signing this document, the Site Representative only acknowledges receipt of this Inspection Report and is not admitting to the accuracy of any of the items identified by the Department as "Not Ok" or areas of concern.

Report Approvers:

Approver: Ashley Lyttle **Inspection Approval Date:** 06/19/2025

FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government St., Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

June 19, 2025

Mr. Curtis Young
Gadsden County, Public Works Director
1284 High Bridge Road
Quincy, Florida 32351
cyoung@gadsdencountyfl.gov

Re: Solid Waste – DDMS In Compliance Letter and Inspection Report
Edwin Clark Road Pit
Facility ID No: 102852
Gadsden County

Dear Mr. Young:

On June 11, 2025, the Department of Environmental Protection (Department) was notified that Gadsden County utilized a disaster debris management site (DDMS) known as Edwin Clark Road Pit located at 833 Edwin Clark Road, Quincy, Gadsden County, Florida. The site was used to temporarily process and/or store disaster debris resulting from Hurricane Sally.

On September 15, 2020, the Office of the Governor issued Executive Order 20-225, declaring a State of Emergency in various Florida counties, including Gadsden County. On September 16, 2020, Hurricane Sally made landfall on the State of Florida affecting Gadsden County. On September 17, 2020, the Department issued Emergency Final Order 20-1316, authoring the use of emergency debris management sites in the affected counties.

On June 13, 2025, Department personnel performed an inspection of the DDMS and found the site is appropriate for the storage of yard trash in the event of a Hurricane or other major storm event resulting in the issuance of an Emergency Order issued by the Department. The inspection report is attached.

The County indicated via email on June 12, 2025, that the site began operation sometime after the September 15, 2020 event, and that any yard trash debris brought to the DDMS location was burned and the ash beneficially reused onsite. As noted in the attached inspection report, all yard trash associated with the Hurricane Sally event is no longer present onsite.

The Department has no objection to the identified site having been temporarily used to store and/or process debris generated as a result of Hurricane Sally in accordance with Emergency Final Order 20-1316.

While onsite, Department personnel observed several piles of yard trash debris not related to a recent event that required authorization of the facility as a DDMS. This debris was reportedly generated offsite during minor weather events in Gadsden County and brought to the facility for storage. The vegetative debris is then open-pile burned and the residual ash is spread across the site. **Such solid waste activities require a permit from the DEP per Chapter 62-701.300, Florida Administrative Code (FAC).** The facility should obtain a Yard Trash Disposal permit or a Source-Separated Organics Processing Facility (SOPF) registration immediately. If the facility continues to dispose of the yard trash debris ash onsite, then a Yard Trash Disposal permit is required under Rule 62-701.803 FAC, instead of an SOPF registration. If the ash is taken to a permitted facility for disposal or otherwise is used beneficially, an SOPF registration is acceptable to obtain.

Additional permits are required from the Department's Air Program if burning continues onsite following the procurement of the proper solid waste permit or registration.

The Department recommends a meeting between the Department and Gadsden County to discuss the permitting process for this facility regarding the yard trash debris storage and burning that is unrelated to any DDMS activities onsite.

The Department appreciates your compliance efforts. Should you have any questions or comments, please contact Ashley Lyttle, Environmental Manager, at (850) 595-0655 or via e-mail at: Ashley.Lyttle@FloridaDEP.gov.

Sincerely,

Kimberly R. Allen
Permitting Program Manager
Northwest District

KRA/al

Enclosure: Inspection Report (June 13, 2025)

Cc: Chad Fetrow, Solid Waste Management, chad.fetrow@floridadep.gov
Octavia Ash, Gadsden County, Oash@gadsdencountyfl.gov

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

Purchasing Department
P.O. BOX 1799
Quincy, FL 32353-1799

DATE: 2/23/26

PAGE: 1 of 1

PURCHASE ORDER NO.
26-21

VENDOR
Jimmie Crowder Excavating and Land Clearing Inc
901 Geddie Road
Tallahassee, FL 32304
850-576-7176

Federal I.D. Number
59-6000616

Florida State Sales Tax
Exemption Number
30-10-005248-53C

SHIP TO
Gadsden County Public Works Dept

TERMS:	F.O.B.	DESC.	DELIVERY:

ITEM	ITEM NO.	QUANTITY	U.O.M.	DESCRIPTION	UNIT PRICE	EXTENSION
				Wood Debris Grinding at Edwin Clark Road facility	$24,500.00	$24,500.00

PAGE TOTAL	$	24,500.00
TOTAL	$	24,500.00

Gadsden County Board of County Commissioners is an Equal Employment Opportunity/Affirmative Action Employer.

APPROVED BY: _____
PURCHASING DIRECTOR

The failure of any contractor or supplier to the Board to comply with the terms of this Equal Employment Opportunity Policy will subject any contract or purchase order to revocation

MDSE. REC'D BY: _____

DATE: _____

REQUISITION NO.: _____

REQUISITION DATE: _____

Reasonable cost changes may be permitted if not on a bid item, but must not exceed 10% without prior approval in writing from the purchasing director. We reserve the right to return goods at your expense if the increase is deemed unreasonable or is contrary to an awarded bid of this or any other government agency.

ITEM #	ACCOUNT	AMOUNT	PROJECT CODE
	Vendor No. NEW Invoice Date: _____ Invoice No. _____ Invoice Amount: _____ Signature _____		

Original – Vendor Copy White – Finance Copy Yellow – Receiving Copy Pink – Purchasing Copy Green – Department Copy

Board of County Commissioners
Agenda Request

Date of Meeting: March 3, 2026

Date Submitted: March 3, 2026

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Louis Baptiste, Interim County Administrator
Robbie Jones, Extension Services Director

Subject: **Approval of Lease Amendment No. 9 with U.S. Department of Agriculture to extend the lease on the Quincy Service Center (AG building)**

Statement of Issue:

This agenda item seeks Board approval for Lease Amendment No. 9 with USDA to extend the lease on the Quincy Service Center at 2144 W. Jefferson St. Quincy, Fl 32351. The facility is located on the West-side of the livestock pavilion and includes the total facility, parking, fenced ware yard to secure Government vehicles with a Conex (shipping container) for ATV storage, and daily operation cost of the facility. Operation costs have been calculated for custodial services, supplies, utilities, groundskeeping, and maintenance.

Background:

Currently, the County is under a lease agreement with USDA at $80,052.00 per year in equal monthly installments that USDA pays Gadsden County for rental of 3,072 square footage of space. The lease began on April 1, 2000, and goes through January 31, 2030. The lease proposal has a two (2) percent escalator at five (5) years to adjust the rent for inflation. On June 7, 2022, the Board approved an amendment to convert the lease from a partial lease to a full lease and USDA provided the County with a pre-solicitation bid for the long-term lease.

Analysis:

Included with the rent is that the County assumes responsibility for maintenance and upkeep of the facility. The lease revenue helps to offset salary for staff, utilities, repairs, and janitorial supplies.

Fiscal Impact:

An increase in revenue of $18,247.68 per year from the current rental agreement.

Options:

1. Approve Lease Amendment No. 9 with USDA for rental of the space at the Ag building
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1

Attachments:

Lease amendment

UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT No. 9 TO LEASE NO. **Gadsden County**
ADDRESS OF PREMISES Quincy Service Center 2144 W Jefferson St Quincy, FL 32351	GREX DELEGATION NO.: DFL04686-003

THIS AMENDMENT is made and entered into between **Gadsden County Board of County Commissioners** whose address is: **5 E Jefferson St, Quincy, FL 32351**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend the term of the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 02/01/2025 as follows:

A. Sub-Paragraph "B" of Paragraph 4 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon 04/01/2000 through 01/31/2030, subject to termination and renewal rights as may be hereinafter set forth."

B. Rentable Square Footage (RSF) remains 3,072 and ANSI/BOMA Square Footage (ABOA) remains 3,072.

C. Sub-Paragraph "C" of Paragraph 4 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

This Lease Amendment contains 8 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

Signature: _____

Name: Theresa Black

Title: Lease Contracting Officer

United States Department of Agriculture, USDA

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	EFFECTIVE 2/1/2025
	ANNUAL RENT
SHELL RENT	$ 67,584.00
OPERATING COSTS*	$ 30,720.00
ANNUAL RENT	$ 98,304.00

Annual Rental Rate (rounded) of $32.00 per RSF reflects rental rate breakdown as follows:
Shell Rent $22.00 per RSF (rounded)
Operating Costs $10.00 per RSF (rounded)

D. The clauses contained in the attachment "Additional FAR and GSAR Clauses for Lease Extensions and Renewals" are hereby attached to and incorporated into the Lease.

E. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (https://www/sam.gov) upon receipt of this Lease Amendment. Registration needs to indicate Purpose as "All Awards" and NAICS Code of "531120". The Government will not process rent payments to Lessors without an active/updated SAM registration.

ADDITIONAL FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS (DEC 2023)

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

1) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

This clause is incorporated by reference.

2) 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

This clause is incorporated by reference.

3) 52.204-30 Federal Acquisition Supply Chain Security Act Orders - Prohibition (Dec 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies

when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil.*

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

4) 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space (Jun 2021)

The attached representation is hereby attached to and incorporated into this Lease Amendment.

5) 552.270-34 Access Limitations for High-Security Leased Space (Jun 2021)

a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—

(1) Maintain access to the leased space; or

(2) Have access to the leased space without prior approval of the authorized Government representative.

(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.

(c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

6) **52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)**

This clause is incorporated by reference.

7) **52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)**

This clause is incorporated by reference.