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, Bay County, ("County").

In compliance with the RFQ 26-02, 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 26-02 Professional Engineering Services for Facilities, Parks and Other Structures 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 Proposal and included under Tab 1, to be considered. No exceptions.

PURPOSE: To provide Gadsden County with reasonable assurance that the Proposer 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 current Florida licensure for the work proposed?

2. Proposer is _____ or is not_____ an FDOT Pre-qualified Engineer. If yes, include evidence of such per the Proposal Construction instructions (re: Attachment 1 to the RFQ).

3. Number of years the Proposer's organization has been in business?

4. Describe and provide contact information of 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 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 and provide a brief description of projects ***completed*** similar in type and nature as proposed in this RFQ. The proposer 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:
_____

_____

6. 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:
_____

_____

7. 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:
_____

_____

8. Has the Proposer failed to complete any work awarded (contracted)? If yes, where and when?

_____

_____

9. List all past and current project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving the Proposer (Company) for the last three (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).

_____

_____

_____

10. State the true and exact, correct, and complete name under which the Proposer (Developer) does business:

PROPOSER 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: _____

11. 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

STATE OF _____

COUNTY OF _____

The following instrument was acknowledged before me the _____ *day of* _____, *20*____, *by*

_____ *as* _____, *of* _____ *on*
(Name) *(Title)* *(Company)*

Behalf of the company. He/she/they is personally know tome or as produced _____
(DL or ID Number)

as identification.

_____ *Notary Public, State of* _____
(Signature of Notary)

_____
(Name – Legibly Printed)

_____
(AFFIX OFFIAL SEAL)

Commission Number; _____

My Commission Expires: _____

FORM 3: REFERENCES AND CONFLICTS

Proposer Name:_____

Proposers are required to submit with their Proposals references and conflicts in accordance with the RFQ with which they have provided similar services as requested in this solicitation. Proposers 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: SWORN STATEMENT UNDER SECTION 287.133(3)(a),FS, 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 of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding

contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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 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 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 responseswill 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: 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 ofCounty 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 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 this_____day of 20_.

Personally Known_____or Produced Identification_____

Type of Identification_____

_____
Notary Public

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

FORM 10: ETHICS CLAUSE & CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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 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.

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: LIST OF PROPOSED SUB-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: 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: 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 employees hired 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 RFP regarding e-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

FORM 14: INSURANCE CERTIFICATION REQUIRED POLICY ENDORSEMENTS AND DOCUMENTATION

The Contractor shall obtain and maintain such insurance as will protect it from:

(1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws;
(2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage;
(3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual personal injury liability coverage; and
(4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(1) The Contractor shall require and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(2) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

(A) The name and type of policy and coverages provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage;

(D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);

(E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKERS' COMPENSATION
State: Statutory
Employer's Liability: $1,000,000.00

COMPREHENSIVE GENERAL LIABILITY
Bodily Injury: $1,000,000.00 Each Occurrence

Property Damage: $1,000,000.00 Each Occurrence
Comprehensive General Liability Insurance shall include: Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY
Bodily Injury: $1,000,000.00 Each Occurrence
Property Damage: $1,000,000.00 Each Occurrence
Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

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 Mgr or Mgr with Risk Authority)

FORM 15: Comments on Draft Contract

Any comments that are included in this form regarding the draft contract (Appendix B) will be forwarded to the legal department for review. The County's acceptance of comments does not guarantee any revisions to the contract documents. Describe any anticipated problems with the draft contract and your proposed solutions. If no anticipated problems were found, indicate "None".

1. **Contract provision and issue (include article, section and/or number and specific problem).**

2. **Objection by Proposer/Bidder**

3. **Suggested Resolution**

_____

Signature/Authorized Certifying Official

_____

Typed Name and Title

Date:_____

FORM 16: SYSTEM FOR AWARD MANAGEMENT

(a) Definitions. As used in this provision.

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM) database" means that.

(1) The Bidder has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The bidder has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The bidder will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) By submission of an offer, the bidder acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Bidder shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Bidder's name and address exactly as stated in the offer. The Bidder also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Bidder is registered in the SAM database.

(c) If the Bidder does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Bidder should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Bidder does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Bidder.
(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Bidders who are not registered should consider applying for registration immediately upon receipt of this solicitation.
(f) Bidders may obtain information on registration at https://www.acquisition.gov .

Proposers SAM information:

Entity Name: _____

Entity Address: _____

Unique Entity ID: _____

CAGE Code: _____

FORM 17: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER $100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements 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: _____

Printed Name/Title: _____

Company Name: _____

Address_____

City, State, Zip: _____

FORM 19: CIVIL RIGHTS AND NONDISCRIMINATION AUTHORITIES

1. Nondiscrimination Acts and Authorities. For all federally funded SAs, Consultant agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

1.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C.§ 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

1.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C.§§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

1.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);

1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

1.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

1.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

1.7. Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

1.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

1.9. Titles II and Ill of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

1.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

1.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

1.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

1.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

1.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, record keeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor-Wage and Hour Division

1.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

2. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded SAs, the Consultant agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

2.1. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. he Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

2.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the

Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

2.3. Information and Reports. The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

2.4. Sanctions for Noncompliance. In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- Withholding payments to the Consultant under the contract until the Consultant complies; and/or
- Cancelling, terminating, or suspending a contract, in whole or in part.

2.5. Incorporation of Provisions. The Consultant will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

FORM 20: ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Gadsden County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.

3. More particularly, _____ (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;

b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;

c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;

d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

e. Causing or threatening to cause financial harm to any person;

f. Enticing or luring any person by fraud or deceit; or

g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me _____ in person or ___ remote notarization by _____ as _____ on behalf of

_____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

FORM 21: FOREIGN COUNTRY OF CONCERN AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Gadsden County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. I certify that _____ (insert entity name) ("Vendor"):
    a. Is not owned by the government of a foreign country of concern;
    b. A government of a foreign country of concern does not have a controlling interest in Vendor; and
    c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.
3. For purposes of this Affidavit, "Foreign Country of Concern" means 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.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity: Date:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED before me _____ in person or __ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

FORM 22: TRUTH-IN-NEGOTIATION CERTIFICATION

1. 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 Consultant/Contractor/Proposer/Vendor must execute this Certificate before a contract for the work is executed.

2. The Consultant/Contractor/Proposer/Vendor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project are accurate, complete, and current at the time of contracting.

3. The Consultant/Contractor/Proposer/Vendor further agrees that the original agreement price and any additions thereto will be adjusted to exclude any significant sums by which Lake County determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement.

CONSULTANT

Firm Name:

Signature:
Print Name:
Title:

This day of _____, 20___, State of _____, County of _____.

The foregoing instrument was acknowledged before me this day of_____ , 20__, by

(print name of officer or agent) on behalf of (name of corporation/entity) He/she is personally known to me or has produced _____as identification.

(NOTARY SEAL) Notary Signature

Print Name

Commission Expiration: