Gadsden County
Board of County Commissioners

REQUEST FOR PROPOSALS (RFP) for Professional Lobbying Services – Federal Government Affairs Services
RFP Number: 2026-06

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

Gadsden County Board of County Commissioners (i.e., "Board" or "County") is seeking proposals from vendors (i.e., "Proposer" or "Proposers") for professional dynamic and qualified firms or individuals to provide legislative lobbying representation and services to the County for Federal Government Affairs Services as further defined in Section 3.0 Scope of Work.

A Proposer interested in preparing a response for this RFP (i.e., solicitation) must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference, and any addendum issued by the County, (collectively referred to as the "RFP"). 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 (RFP Attachment 2: Form 1) its Proposal to the County in response to this RFP.

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

SECTION 1.0 SCHEDULE OF EVENTS AND QUESTIONS

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

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

Event	Date
Advertisement Date	January 22, 2026
Release Date	January 22, 2026
Questions Due from Prospective Proposers	January 29, 2026
Responses to Questions Due	February 3, 2026
PROPOSALS DUE	**February 10, 2026 11:00 a.m. EST**
PROPOSAL OPENING	**February 10, 2026 11:15 a.m. EST**
Oral Presentations/Interviews	TBD
Board Approval of Intended Award	February 17, 2026
Posting of Intended Award	February 18, 2026
Board Approval of Award	February 23, 2026
Posting of Award	February 23, 2026

1.1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable) in accordance with this RFP, 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, Addendum or Addenda in accordance with this RFP 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 RFP, 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 RFP.

1.4 Proposers 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 RFP 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, employees, related to this RFP.

2.3 No interpretation of the meaning of the plans, specifications or this RFP 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

Gadsden County Board of County Commissioners is a non-charter Florida County created by the Florida Constitution and governed by Florida Law and local ordinances. The Board consists of five elected Commissioners with the Chairman and Vice Chairman being selected annually by the Board. Information on the County, departments and budgets is available on the County's website at: **https://www.gadsdencountyfl.gov/home**

The County will select a firm to assist and lead in the County's legislative affairs program and lobbying efforts to effectively engage federal elected and appointed officials in securing federal legislative and grant funding and to influence legislation and policies as determined by the Board to be or not to be in the best interest of Gadsden County.

The intent of this solicitation is to secure representation that will advocate for County priorities, pursue legislative appropriations, monitor and report on legislation, provide strategic guidance, and advocate in the County's best interests at the federal level.

The selected firm will work under the direction of the Board appointed County Administrator, and/or their designees.

3.2 MINIMUM QUALIFICATIONS AND REQUIREMENTS

A. Minimum Qualifications*

1. Be a registered lobbyist for Federal legislative affairs services and maintain such registration throughout the term of the contract.
2. Have a minimum of three (3) years of federal legislative and lobbying experience in

federal legislative affairs services.
4. Be a registered lobbyist in the State of Florida (legislative and executive branch) and maintain such registration throughout the term of the contract.
5. Have a minimum of five (5) years of Florida legislative and lobbying experience in the State of Florida.
6. Be a registered Florida business.

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

B. Lobbyist Registration and Activities
The selected Proposer shall comply with all applicable federal and Florida laws governing lobbying activities, including but not limited to:

1. **Section 11.045, F.S.**: Registration and reporting requirements for lobbyists before the Florida Legislature.
2. **Section 112.3215**, **F.S.:** Ethics provisions and lobbying before executive branch agencies.
3. **Florida Commission on Ethics Rules**: Reporting, expenditure disclosures, and mandatory compliance obligations.

C. Compliance Requirements include but may not be limited to:
1. Maintaining active registration as a lobbyist with federal legislative affairs services, as applicable.
2. Maintaining active registration as a lobbyist with the Florida Legislature, executive agencies, and other entities as applicable.
3. Filing all required periodic expenditure and activity reports by statutory deadlines.
4. Disclosing any potential or actual conflicts of interest to the County immediately.
5. Ensuring that all individuals performing lobbying activities on behalf of the firm are properly registered prior to engagement.
6. Complying with all prohibitions related to gifts, compensation, and influence under state ethics laws.

D. Failure to comply with any state or federal lobbying registration or reporting requirements may result in termination of the contract and potential disqualification from future County solicitations.

3.3 SCOPE OF SERVICES

The selected Proposer shall provide comprehensive legislative lobbying services, including but not limited to:

1. Legislative Advocacy
   1. Advocate for Board approved legislative priorities.
   2. Pursue and secure federal appropriations, grants, and funding opportunities.
   3. Draft and support legislative proposals beneficial to the County.
   4. Monitor, analyze, and report on federal legislation affecting the County.

2. Strategic Advisory Support
   1. Provide regular updates during legislative sessions and committee weeks.
   2. Advise County leadership on political and legislative strategy.
   3. Prepare briefing materials, bill summaries, policy analyses, and potential fiscal impact statements.

3. Representation and Engagement
   1. Represent the County before legislative committees, the executive branch and other

agencies as necessary.
2. Facilitate communication with legislators, staff, federal officials, and stakeholders.
3. Arrange meetings for Board members and senior staff to meet with federal officials as needed or requested.

D. Reporting and Meeting Requirements
1. Weekly written updates during session; monthly during off-session.
2. End-of-session summary report.
3. Attendant and/or present at Board meetings, workshops, special meetings or other County meetings upon request.

SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS

4.1 The County has established certain mandatory requirements that must be included as part of any response, are as described in the RFP ***"Attachment 1: Instructions to Proposers," hereby incorporated by reference.*** The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not byitself 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 RFP may be rejected as non-responsible.

4.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP 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 RFP 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 qualification to do business at the federal level, 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 RFP Attachment 2: Form 1: Proposal Transmittal Form, and by completing Form 16: System for Award Management (SAM).

4.10 The Proposal should 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 RFP. Proposals that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.

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

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

4.15 The signer of the Proposal must declare that the Proposal 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.

4.16 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.

4.17 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.

SECTION 6.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS

6.1 Proposals to this RFP 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 RFP, 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 RFP.

6.3 Responses to this RFP, 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 RFP using the following weighted criteria listed in order of importance:

6.6

CRITERIA*	SCORE
1. Experience with Similar Projects	30
2. Qualifications of Firm and Key Staff	25
3. References on Recent Projects	20
4. Project Approach	15
5. Oral Presentation	10
6. Cost	10
7. **TOTAL MAXIMUM POINTS**	**110**

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

6.7 Proposers may be selected for interviews or oral presentations (shortlisted) as may be necessary. The County makes no commitment to any Proposer to this RFP beyond consideration of the written response to this RFP. 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.

6.8 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 Committeemembers.

6.9 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.

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

6.11 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.

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 RFP, and all transactions underit shall be governed by the laws of the State of Florida and Gadsden County. The Agreement shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.

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 RFP,and the successful Proposer's proposal.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

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

Review RFP 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 RFP 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 RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP 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 **RFP** 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 responseto this RFP.

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 RFP.

8.2 Issuance of Addenda

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

An addendum to this RFP 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 RFP Document(s).

8.3 Florida Public Records Law and Confidentiality

8.3.1 By submitting a Proposal in response to this RFP, 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 FloridaLaw; 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 City 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 thecomplete 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 followingProposer'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 which may 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 Proposershall 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 thisRFP 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 <u>Right to Protest</u>

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 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 RFP 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: RFP 26-06
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-responseconference, 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 RFP.

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.

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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 andnegotiate with the apparent lowest, responsive, qualified, and/or responsible Proposer. Furthermore, the County reserves the right to withdraw all or part of this RFP 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 RFP 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 RFP 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 RFP 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) – N/A

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 RFP, 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 ofChapter 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 RFP and subsequent Contract shall lie in Gadsden County, Florida, United States.

8.25 Construction

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

8.26 Order of Precedence

The provisions of the RFP, 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 RFP and Contract. In the event of an inconsistency between the provisions of the RFP or Contract hereto, the Order of Precedence shall be followed:

A. Federal Laws
B. Laws of Florida
C. RFP and all of its addendums and attachments.
D. Executed Contract
E. 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 for three years with two (2) one (1) year renewal options.

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 costand 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 – Not Applicable

8.29 Bond Requirements – Not Applicable

APPENDIX A: DRAFT CONTRACT

AGREEMENT

THIS AGREEMENT, by and between **GADSDEN BOARD OF COUNTY COMMISSIONERS FLORIDA,** a -non-charter county and a political subdivision of the State of Florida, herein ("County"), and **<<VENDOR NAME>>, located at _____, FEID Number _____,** herein ("Contractor"), (each a "Party" or together the "Parties") is entered into as of the date of last signature below ("Effective Date"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES TO BE PROVIDED
   The Contractor agrees to provide its services to the County to perform lobbying services as set forth in: 1) RFP 26-06 attached hereto and incorporated herein as Exhibit A; and 2) the Contractor's proposal submission, attached hereto and incorporated herein as Exhibit B (collectively "Work"). If any provision contained in this Agreement conflicts with any provision in Exhibit A or Exhibit B, the provision contained in this Agreement shall govern and control.

2. WORK
   Contractor understands that no amount of Work is guaranteed to it nor is the County under any obligation to utilize the services of the Contractor in those instances where the Work to be performed can be done by County personnel or under separate contract. Any Work to be performed shall be upon the written request of the County Administrator or his designee, which request shall set forth the commencement date of such Work and the time within which such Work shall be completed.

   The performance of Gadsden County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TERM
   The Agreement shall be for a period three years, commencing on the date it is fully executed by the Parties ("Effective Date") and terminating on September 30, 2028. The Agreement may be renewed in writing for two (2) one (1) year renewals in the same manner as the original Agreement.

4. TIME OF THE ESSENCE
   Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

   The term "Business Day," means any day occurring Monday through Friday, except when such day is deemed to be a Holiday.

5. CONTRACT SUM
   The Contractor agrees that for the performance of the Work as outlined in Section 1 above, it shall be remunerated by the County for a total sum not to exceed $75,000.00 per year in accordance with the Contractor's cost proposal.

6. INVOICING AND PAYMENTS
   Invoices should be submitted no more than monthly by the 30th of each month in accordance with paragraph D and E below. Payments will be made in accordance with Section 218.70, Florida Statutes, et. seq., the "Local Government Prompt Payment Act."

7. PROMPT PAYMENT INFORMATION REQUIREMENTS AND NOTICES
   A. The County Project Manager is:

      Name:
      Street Address:
      City, State, Zip Code:
      Telephone:
      E-mail:

   B. The Contractor's Project Manager is:
      Name: Laurel Bradley

Street Address: 9-B E. Jefferson St.
City, State, Zip Code: Quincy, FL 32353
Telephone: 850-875-8656
E-mail: lbradley@gadsdencountyfl.gov

C. Notices to the Contractor are to be submitted to:
Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

D. Invoices are to be submitted to:
Name: Laurel Bradley
Street Address: 9-B E. Jefferson St.
City, State, Zip Code: Quincy, FL 32353
Telephone: 850-875-8656
E-mail: lbradley@gadsdencountyfl.gov

E. Proper form for an invoice is:
A numbered document with date of invoice; reference to the County purchase order number; itemized listing of all goods and Work being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice, and it shall be of no force and effect.

F. Payment Dispute Resolution: To be negotiated with County Administrator and County Attorney.

8. TAXES
The County is tax-exempt and therefore is not obligated to pay sales, use and excise taxes. A copy of the County's Certificate of Exemption is available upon request

9. DISPUTES/REMEDIES
A. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments and payment disputes, which shall be addressed and resolved in accordance with .

B. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
1) The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
2) Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
3) If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
4) Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
5) If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) Business Days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

10. STATUS
The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or subcontractors under it be considered to be employees of the County.

11. INSURANCE
Contractor shall, at its sole expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (non-owned, hired car).
3) Workers' Compensation and Employers Liability: insurance covering all employees meeting statutory limits in compliance with the applicable state and Federal laws and employer's liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of subrogation in lieu of additional insured is required.

B. 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.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
    a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

    b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

    c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.

    d. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages

    Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

12. LICENSES & REGISTRATIONS

The Contractor shall be responsible for obtaining and maintaining any applicable licenses, certifications, and/or registrations required pursuant to the laws of Gadsden County and the State of Florida, or any other applicable state or Federal law. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license, certification, and/or registration necessary to operate, the Contractor shall be in default of this Agreement as of the date such license, certification, and/or registration is lost.

The Contractor shall be registered to do business with the Florida Department of State prior to execution of this Agreement unless Contractor provides written verification of its exempt status (See applicable sections of Title XXXVI, Chapters 605 through 623, Florida Statutes).

13. ASSIGNMENTS

This Agreement shall not be assigned or sublet in whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

14. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. The Contractor acknowledges that ten dollars ($10.00) of the Contract Sum paid to the Contractor, and the promises and covenants herein, constitute sufficient consideration for the Contractor's indemnification of the County, its officials, officers, and employees.

15. AUDITS, RECORDS, AND RECORDS RETENTION

By entering into this Agreement, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of Section 119.071, Florida Statutes. The Contractor agrees:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.

B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

C. Upon completion or termination of this Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Subsection B above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

E. That persons duly authorized by the County and Federal auditors, pursuant to 45 CFR 75.364 shall have full access to and the right to examine this Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if Contractor does not transfer the records to the County.

G. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Any material submitted to the County that Bidder contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be redacted, conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION — TRADE SECRET" and the applicable statutory provision for the exemption must be stated. The redacted copy should be provided to the County at the same time Bidder submits its reply to the solicitation and should only exclude those exact portions which are claimed confidential, proprietary, or trade secret. Bidder shall be responsible for defending its determination that the redacted portions of its Reply are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend, and indemnify the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to Bidder's determination that the redacted portions of its reply are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Bidder fails to submit a Redacted Copy with its Reply, the County is authorized to produce the entire documents, data or records submitted by Bidder in answer to a public records request for these records.

The Bidder is required to also provide an unredacted copy of the redacted information as part of the Bid. If a third party submits a request to the County for records designated as Trade Secret Materials by a Bidder, the County shall refrain from disclosing the unredacted copy of the designated Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Bidder. By submitting a Bid, Bidder agrees to indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Gadsden County on an expedited basis to enforce the requirements of this section.

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:

Name: Laurel Bradley
Street Address: 9-B E. Jefferson St.
City, State, Zip Code: Quincy, FL 32353
Telephone: 850-875-8656
E-mail: lbradley@gadsdencountyfl.gov

Contractor agrees to abide by all applicable federal, state and local laws and regulations. It is the responsibility of the Contractor to determine applicability and requirements of any such laws and to abide by them as stated in the Solicitation document.

16. MONITORING

The Agreement will require the Contractor to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and Work of the Contractor which are relevant to this Agreement and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

17. TERMINATION

The County may terminate this Agreement without cause by giving the Contractor thirty (30) days written notice of termination.

Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder or, in the County's opinion, the Work being performed is not satisfactory. In such case, the County may immediately terminate the Agreement effective upon notice of termination to the Contractor.

18. SCRUTINIZED COMPANIES

Contractor certifies that neither it nor any of its affiliates are scrutinized companies as identified in Section 287.135, Florida Statutes. In addition, Contractor agrees to observe the requirements of Section 287.135, Florida Statutes, for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during performance under this Agreement.

The agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under Section 287.135(2)(a), Florida Statutes, been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under Section 287.135(5), Florida Statutes, or has been placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran.

19. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of its knowledge and belief neither Contractor nor its affiliates has been convicted of a public entity crime.

20. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be grounds for termination of this Agreement by the County.

21. EMPLOYMENT ELIGIBILITY VERIFICATION

By providing goods and/or services to the County, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor affirms and represents that it is registered with the E-Verify system and is using same and will continue to use same as required by Section 448.095, Florida Statutes.

22. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

23. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of this Agreement, Contractor shall obtain the prior written consent of the County.

24. FORCE MAJEURE

If either of the Parties is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or Federal government (collectively "Force Majeure"), then the affected party shall be excused from performance hereunder during the period of inability to perform. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term

"Force Majeure" does not include or excuse performance under this Agreement for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

25. RESERVATION OF SOVEREIGN IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The County is included within the definition of "state agencies or subdivisions" in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

26. THIRD PARTY BENEFICIARIES

Neither the County nor the Contractor intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a right or claim against either of the Parties based upon this Agreement.

27. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for all actions arising from, related to, or in connection with this Agreement shall be in the state courts of the Second Judicial Circuit in and for Gadsden County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in Federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Northern District of Florida. By entering into this Agreement, the County and Contractor hereby expressly waive any rights either Party may have to a trial by jury of any civil litigation related to this Agreement.

28. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

29. SEVERABILITY

It is intended that each section of this Agreement shall be viewed as separate and divisible, and in the event that any section, or part thereof, shall be held to be invalid, the remaining sections and parts shall continue to be in full force and effect.

30. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the County and Contractor.

31. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

32. INTERPRETATION

This Agreement shall be interpreted without the aid of any canon, custom, or rule requiring construction against the drafter.

33. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals and in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

34. AUTHORITY TO SIGN

Each signatory to this Agreement who signs on behalf of a party expressly represents and warrants that he or she has the authority to sign on behalf of that party.

41. ENTIRE AGREEMENT

This Agreement, including the terms and conditions shown above contains the complete and final agreement between the County and Contractor and no other agreement in any way modifying any of said terms and conditions will be binding upon the County unless made in conformance with this Agreement. Contractor may not unilaterally modify the terms of the Agreement (e.g., attachment or inclusion of standard preprinted forms, product literature, or terms accompanying or affixed to a product or purchase order, whether written or electronic) or by incorporating such terms onto Contractor's invoice or other documents forwarded by Contractor for payment. The County's acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions

and any additional or conflicting terms proposed by Contractor. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the Parties after the date hereof.

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – RFP26-06

Exhibit B – Contractor's Response to RFP 26-06

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

GADSDEN COUNTY BOARD OF COUNTY COMMISSONERS

By: _____

Eric Hinson
County Administrator

Date: _____

<<VENDOR NAME>>

By: _____

Printed Name _____

Title: _____

Date: _____

ATTEST:
Clerk of the Court & Comptroller, Gadsden County, Florida

BY: _____

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

Louis Baptiste
County Attorney

Date: _____

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
_____N/A Form 11 – Subcontracting
_____Form 12 – Debarment/Suspensions
_____Form 13 – Employee Eligibility Verification (E-Verify), if applicable
_____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, if applicable
_____Form 18B – Payment Bond, if applicable
_____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 (on proposer's letterhead)

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 RFP 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 RFP 26-06 Legislative Lobbyist 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 RFP. 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 – N/A

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), if applicable

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, if applicable

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