Gadsden County
Board of County Commissioners

REQUEST FOR QUALIFICATIONS (RFQ) for PROFESSIONAL CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR THE HAVANA LIBRARY RENOVATIONS AND EXPANSION TO PROVIDE A MULTI-PURPOSE COMMUNITY FACILITY
(short title: CMAR – Havana Library)

RFQ Number: 2026-05

The project is funded through Florida Commerce
Capital Projects Multi-Purpose Community Facility (MPCF) Federal ARPA Grant Program Grant Number BB219-A1, CFD 21.029

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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A. Draft Contract with Federal Terms and Conditions

ATTACHMENTS (AS SEPARATE DOCUMENTS)

1. Instructions to Proposers and Proposal Construction
2. Required Forms and Certifications

NOT ATTACHED BUT INCORPORATED BY REFERENCE

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

1. Design Plans
2. Commerce Grant Agreement BB219-A1

INTENT AND GENERAL INFORMATION BB219-A1, CPFFN0205, CFA 21.029

In accordance with section 287.055, Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA), the Gadsden County, Florida, Board of County Commissioners (the "County") Request for Qualifications (RFQ) 26-05 is seeking Proposals from qualifying consulting firms (the "Proposer") to provide professional Construction Manager at Risk (CMAR) services for the Havana Library renovations and expansion to serve as a Multi-Purpose Community Facility.

The project is funded with federal American Rescue Plan Act (ARPA) dollars through the Florida Commerce Capital Project (CP) Multi-Purpose Community Facilities (MPCF) program, the Agreement M0026 between the County and Florida Commerce (Commerce) and is subject to federal provisions.

- Federal Award Identification Number CPFFN0205
- Catalog of Federal Assistance Number 21.029
- Section 165 of Chapter 2022-156, Laws of Florida

This project is funded with federal ARPA dollars through a Florida Commerce (i.e., “Commerce”) Capital Projects (CP) Multi-Purpose Community Facility (MPCF) CFD 21.029 and subject to 2 CFR 200 Part 2, federal contract provisions, and the grant agreement **BB219-A1** between Commerce and the County.

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

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

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

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

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

SECTION 1.0 SCHEDULE OF EVENTS AND QUESTIONS:

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

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

Event	Date
Advertisement Date	February 17, 2026
Release Date	February 17, 2026
Mandatory Pre-Bid Meeting	February 24, 2026 @11 AM EST
Questions Due from Prospective Proposers	March 03, 2026 @ 5:00 PM
Responses to Questions Due	March 09, 2026 @ 5:00 PM
PROPOSALS DUE	**March 19, 2026 10:00 AM EST**
PROPOSAL OPENING	**March 19, 2026 10:30 AM EST**
Oral Presentations/Interviews	TBD
Board Approval of Intended Award	March 31, 2026
Posting of Intended Award	April 01, 2026
Board Approval of Award	March 31, 2026
Posting of Award	March 23, 2026

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

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

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

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

SECTION 2.0 CONE OF SILENCE

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

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

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

2.4 The Cone of Silence shall not apply to:

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

SECTION 3.0 SCOPE OF WORK

3.1 PROJECT BACKGROUND

The project is funded from a through Florida Commerce Capital Projects Multi-Purpose Community Facility (MPCF) Federal ARPA Grant Program. Funds were awarded to Gadsden County for the purpose of renovating and expanding the Havana Library located at 203 E. 5th Ave., Havana, FL 32333 to provide a dedicated MPCF for Havana's citizenry.

The final building is expected to be approximately 4,700 square feet when completed.

A. DESIGN PACKAGE

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

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

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

B. **ENVIRONMENTAL ASSESSMENT REPORT**:

C. **PROJECT FUNDING AND BUDGET:** This project is funded through the Florida Commerce Capital Projects Multi-Purpose Community Facility (MPCF) Federal ARPA Grant Program CFD 21.029.

The grant construction budget is $1,537,500.00. The grant agreement may be obtained by contacting the County Purchasing Office as indicated above under the Design Package section and RFQ section 8.5.

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

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

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

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

3.2 FEES

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

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

During the preconstruction and negotiation phase, the CMAR shall provide early, progressive, open-book cost modeling, including detailed trade estimates, quantity take-offs, assumptions, allowances, contingencies, and risk registers, at design milestones established by the County.

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

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

3.3 PROJECT TEAM

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

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

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

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

3.4 PROJECT GOALS

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

A. Early Contractor Involvement: Harness construction knowledge early in the Project to inform key decisions regarding construction approach, sequencing, early work packages, etc.

B. O & M Coordination: Efficiently and safely construct the Project.
C. Collaboration: Establish and maintain a collaborative environment among the County, Design Professional, and the Contractor for successful project completion.
D. Constructability/Value Engineering Input: Incorporate integrated constructability and value engineering input provided by Contractor and Design Professional.
E. Quality: Deliver the Project in a manner consistent with the Project design and specifications.
F. Cost: Minimize initial capital and life-cycle costs.
G. Schedule: Achieve completion of the project in accordance with the project milestones and target dates shown below.
H. Risk: Achieve an optimal balance of risk allocation between the County and the Contractor.
I. Safety: Implement a comprehensive safety program that incorporates industry's best practices.

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

A.	CM Approved by Board	March 30, 2026
B.	CM Pre-Construction Activities	May 1, 2026
C.	CM Receives Bids & Prepares GMP	June 15, 2026
D.	GMP Owner Review	June 22, 2026
E.	GMP- CM Prepares & Submits to Board (Special Commission Meeting	June 22, 2026
F.	Notice to Proceed	June 22, 2026
G.	Substantial Completion	November 30, 2026 (estimated)
H.	Final Completion	December 31, 2026

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

3.5 SCOPE OF SERVICES

3.5.1 PHASE 1: PRE-CONSTRUCTION

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

reports with pictures, change orders, budget overrun, payment requests, timelines, etc.)

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

3.5.1 PHASE 2: CONSTRUCTION:

A. General:

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

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

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

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

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

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

1. The CMAR shall monitor the construction schedule and budget and shall provide the Design Professional and the County with any concerns or problems within a specified amount of time that will be determined at the pre-construction meeting and incorporated into the Notice to Proceed.

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

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

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

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

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

J. **Project Records:** The CMAR shall:

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

SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS

4.1 The County has established certain mandatory requirements that must be included as part of any response that are described in the RFQ ***"Attachment 1: Instructions to***

Proposers and Proposal Construction". The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFQ indicates a mandatory requirement or condition. The words "should" or "may" in this RFQ indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.11 Proposals must include the information/documents specified and requested in the RFQ. Proposals that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County. **Proposer** shall submit a **preliminary schedule** narrative and milestone timeline reflecting its approach to meeting the County's target milestones. The schedule must include preconstruction activities, bidding/early bid packages, GMP development timeline, permitting, mobilization, phased construction (if applicable), substantial completion, and final completion. The schedule is for evaluation purposes only and is not a guaranteed contract schedule until incorporated into the negotiated Agreement and Notice to Proceed.

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

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

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

to bind the principal Proposer.

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

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

SECTION 5.0 PROPOSAL RECEIPT AND OPENING

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

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

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

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

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

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

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

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

SECTION 6.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS

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

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

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

6.4 In the best interest of the County, the Gadsden Board of County Commissioners reserve the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Proposers are cautioned to make no assumptions unless their response has been deemed responsive.

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

CRITERIA*	SCORE
1. Experience with Similar Projects	25
2. Qualifications of Firm and Key Staff	20
3. References on Recent Projects	20
4. Project Approach	15
5. Community Engagement	10
6. Oral Presentations (if required)*	10
7. Proposed Project Schedule / Milestone Plan	10
8. **TOTAL MAXIMUM POINTS**	**110**

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

*If oral presentations are not conducted, this category will not be scored.

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

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

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

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

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

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

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

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

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

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

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

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

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

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

8.1 Definitions

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

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

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

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

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

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

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

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

8.1.8 **CEI** means Construction Engineering Inspection

8.2 Issuance of Addenda

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

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

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

8.3 Florida Public Records Law and Confidentiality

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

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

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

thereof.

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

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

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

8.4 Right to Protest

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

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

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

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

8.5 Requests for Clarification and Assistance

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

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

Address: Gadsden County Board of County Commissioners
Purchasing Office
Attn: RFQ 26-05
Hand Deliver:
5-B East Jefferson Street

Mailing Address:
PO Box 1799
Quincy, FL 32351

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

8.6 ADA - Special Accommodations

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

8.7 Proposer's Responsibility

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

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

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

8.8 Indemnification and Hold Harmless (Form 4)

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

8.9 Right of Rejection

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

8.10 Public Entity Crimes (Form 5)

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

8.11 Small, Minority and Woman-Owned Business Enterprise

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

8.12 Equal Employment Opportunity/Affirmative Action (Form 6)

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

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

8.13 Exemption of Meetings/Presentations

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

8.14 Drug Free Workplace (Form 7)

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

8.15 Conflicts of Interest (Form 8)

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

8.16 Non-Collusion (Form 9)

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

8.17 Ethical Business Practices (Form 10)

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

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

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

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

8.18 Subcontracting (Form 11)

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

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

8.18.3 All subcontractors shall be held to the same requirements, terms and conditions of this

document, its attachments, any documents incorporated by reference and the executed Contract.

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

8.19 Withdrawal or Modification of Proposals

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

8.20 Status of Contractor

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

8.21 Registered to Do Business in the State of Florida

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

8.22 Debarment and Suspension (Form 12)

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

8.23 Employment Eligibility Verification (Form 13)

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

8.24 Venue

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

8.25 Construction

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

8.26 Order of Precedence

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

A. Federal Laws
B. Laws of Florida
C. Executed Contract
D. If applicable, grant awards terms and conditions.
E. RFQ and all of its addendums and attachments.
F. Successful firm's proposal

8.27 Term of the Contract and Termination

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

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

8.28 **Insurance Requirements**

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

8.28.2 Verification of Coverage

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

8.28.3 Subcontractors

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

8.29 Bond Requirements

Performance and Payment Bond. The Successful Bidder must provide Performance and Payment bonds in the amount of 100 percent of the Contract amount within fifteen (15) calendar days or less of the execution of the Contract by the Board, or prior to the

issuance of the Notice to Proceed. The work cannot begin until Bonds are received. See Attachment 2: Forms 18A and B.

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

APPENDIX A: DRAFT CONTRACT with Federal Contract Requirements

RFQ 26-05
PROFESSIONAL CMAR SERVICES – Havana Library Renovations and Expansion
Appendix A: Draft Contract

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

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

whose Federal ID number is: CPFFN0205 and Unique Entity Identified (UEI) is _____ and is a contractor licensed to perform all work in the State of Florida in connection with the County's RFQ No. **26-05** (the "Project"), and other Contract Documents hereafter specified (the "Work").

Project Description and Funding: Professional CMAR Services for Havana Library Renovations and Expansion to serve as a Multi-Purpose Community Facility at 203 E. 5th Ave., Havana, FL 32333, Gadsden County, Florida.

The project is funded with federal American Rescue Plan Act (ARPA) dollars through the Florida Commerce Capital Project (CP) Multi-Purpose Community Facilities (MPCF) program, Agreement M0026 between the County and Florida Commerce (Commerce).

- Federal Award Identification Number CPFFN0205
- Catalog of Federal Assistance Number 21.029
- Section 165 of Chapter 2022-156, Laws of Florida

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

Section 1. Contract Documents.

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

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

Professional's interpretation as to the intent of his design shall be final and not subject to interpretation by the County's staff.

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

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

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

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

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

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

I. Neither the Contractor nor any Subcontractor, Supplier, or other person or

organization performing or furnishing any of the Work under a direct or indirect contract with the County shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or their Design Professional and the specific written verification or adaptation by the Design Professional.

Section 2. Scope of Work.

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

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

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

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

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

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

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

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

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

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

Section 4. Bonds.

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

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

Section 5. Contract Time and Liquidated Damages

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

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

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

Section 6. Intent of Contract Documents

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

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

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

Section 7. Investigation and Utilities

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

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

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

Section 8. Schedule

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

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

Section 9. Progress Payments

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

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

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

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

D.1 indicate his approval of the requested payment;

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

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

In the event of a total denial and return of the Application for Payment by the Design Professional, the Contractor may make the necessary corrections and resubmit the

Application for Payment. The County shall, within **thirty (30)** calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Design Professional.

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

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

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

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

Section 10. Payments Withheld

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

A.1 Defective Work not remedied;

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

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

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

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

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

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

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

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

Section 11. Final Payment

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

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

Section 12. Submittals and Substitutions

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

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

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

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

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

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

Section 13. Daily and Weekly Reports

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

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

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

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

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

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

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

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

A.8. Materials received at the Project site;

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

A.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Design Professional pursuant to the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

J.3. Ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Contractor does not transfer all records to the County.

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

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

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

Section 14. Contract Time and Extensions

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

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

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

Section 15. Changes in the Work

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

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

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

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

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

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

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

Section 16. Claims and Disputes

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

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

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

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

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

Section 17. Other Work

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

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

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

Section 18. E-Verify

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

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

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

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

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

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

Section 19. Indemnification and Insurance

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

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

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

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

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

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

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

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

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

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

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

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

Section 20. Compliance with Laws

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

Section 21. Cleanup and Protections

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

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

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

Section 22. Assignment

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

Section 23. Permits, Licenses and Taxes

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

applicable County agencies when the Contractor is acquiring permits.

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

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

Section 24. Termination for Default

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

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

C. If the County deems any of the foregoing remedies necessary, Contractor

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

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

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

Section 25. Termination for Convenience and Right of Suspension

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

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with

the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 26. Completion

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

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

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

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

Section 27. Warranty

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

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

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

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

Section 28. Tests and Inspections.

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

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

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

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

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

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

Section 29. Defective Work

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

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

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

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

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

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

Section 30. Supervision and Superintendents

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

Section 31. Protection of Work

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

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

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

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

Section 32. Emergencies

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

Section 33. Use of Premises

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

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

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

Section 34. Safety

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

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

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

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

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

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

Section 35. Project Meetings

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

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

Section 36. Exhibits Incorporated.

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

A. Legal Advertisement
B. RFQ 26-05
C. Contractor's Proposal with required forms and certifications
D. Performance Bond
E. Public Payment Bond
F. Insurance Requirements, including certificates of insurance
G. Basis of Compensation
H. Form of Release and Affidavit
I. Change Order Form
J. Scope of Services
K. Federal Contract Requirements

Design Plans and the Grant Agreement BB219-A1 are incorporated by reference only.

Section 37. Notices.

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

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

With a copy to:

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

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

_____

Name of person with their title to whose

Attention the notice should be sent: _____

Telephone and Fax numbers: _____

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

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

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

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

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

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

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

Section 43. Entire Agreement.

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

Section 44. Severability.

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

Section 45. Subcontracting.

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

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

Section 46. Civil Rights

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

Section 47. Anti-Human Trafficking

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

Section 48. Foreign Country of Concern

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

Section 49. Federal Contract Requirements- Reference Contract Exhibit K.

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

CONTRACTOR: _____
(Company Name)

ATTEST:

By:_____ (Signature) _____

(Printed) Its: _____ (Title)

Date: _____

Witness:

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

_____
2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Gadsden County, Florida

(SEAL)

By:_____
Chair

Clerk: _____ Date:_____

Approved as to Form and Content:

_____
County Attorney

Exhibit Index:

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

EXHIBIT A: LEGAL ADVERTISEMENT

LEGAL ADVERTISEMENT

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

RFQ 26-05 Professional CMAR Services for the Havana Health Library Renovations and Expansion to Provide a Multi-Purpose Community Center

ADVERTISEMENT BEGIN DATE: February 17, 2026
RELEASE DATE: February 17, 2026
MANDATORY PRE-BID MEETING: February 24, 2026 @ 11:00 AM EST
PROPOSALS DUE TO BOCC: March 19, 2026 @ 10:00 PM EST

Sealed proposals will be received at the Gadsden County Purchasing Office, 5B East Jefferson Street, Rm 204, Quincy, FL 32351 until Thursday, March 19, 2026 @ 10:00 AM EST. All proposals will be opened and read aloud on Thursday, March 19, 2026 @ 10:30 AM EST. Proposals received after said time will be returned unopened.

The principal features of this procurement by the County are known as: Professional CMAR Services for the Havana Health Library Renovations and Expansion to Provide a Multi-Purpose Community Center. The specifications of the procurement are stated in RFQ 26-05.

The RFQ 26-05 and any addendum issued will be posted on the County's website at www.gadsdencountyfl.gov or can be obtained by contacting the County's Procurement Office at procurement@gadsdencountyfl.gov.

A person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for a period of 36 months from the date of being placed on the convicted Respondent list.

The Gadsden County Board of County Commissioners reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder with all decisions being made based upon what Gadsden County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Gadsden County further reserves the right to increase or decrease quantities as may be required to meet the needs of Gadsden County, at the unit price which was bid.

- **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).

EXHIBIT B: RFQ 26-05 (w/o Appendix A, Attachment 1, Attachment 2)

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

EXHIBIT D: PERFORMANCE BOND (see Form 18A)

EXHIBIT E PUBLIC PAYMENT BOND (see Form 18B)

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

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

Introduction:

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

Project Details

Client Name _____

Project Name _____

Project Location_____

Project Start Date _____Project Completion Date_____

Project Description_____

Scope of Work (includes the following tasks to be completed

1.
2.
3.
4.
5.

Special Instructions:

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

1.
2.
3.
4.
5.

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

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

Safety Protocols

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

Terms and Conditions

1.
2.
3.
4.
5.

_____

Signature

_____

Date

EXHIBIT H: RELEASE AND AFFIDAVIT

COUNTY OF_____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____,

who after being duly sworn, deposes and says:

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

_____

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

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

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

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

CONTRACTOR:

_____

By: _____ (signature of the executive

officer) Its:_____ (title of the executive

officer) Date:_____

Witnesses

_____ _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

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

_____, by _____, as _____ of

_____, a _____ corporation, on

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

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

My Commission Expires: _____
(Signature of Notary)

Name:_____ (Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of_____

Commission No.:_____

EXHIBIT I: CHANGE ORDER FORM

CHANGE ORDER NO. _____ GADSDEN COUNTY PROJECT NO. _____

TO: _____

_____

_____

DATE: _____

PROJECT NAME: _____

Under our AGREEMENT dated_____.

****

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

_____

_____

FOR THE ADDITIVE or DEDUCTIVE Sum of:

_____($_____).

Original Agreement Amount $_____

Sum of Previous Changes $_____

This Change Order ADD/DEDUCT $_____

Present Agreement Amount $_____

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

Accepted:_____ , 20____ .

GADSDEN COUNTY, FLORIDA CONTRACTOR

By:_____ By:_____
Chair President

DESIGN PROFESSIONAL: By:_____

Attachment:

1. Written Justification for Contract Change Order

EXHIBIT J: <u>SCOPE OF SERVICES</u> to be negotiated based on the RFQ 26-05 and Contractor's Proposal.

EXHIBIT K: FEDERAL CONTRACT REQUIREMENTS

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

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

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

FEDERAL CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

6. **RESERVED**

7. **RESERVED**

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

9. **Contract Work Hours and Safety Standards Act (40 USC 3701-3708, as supplemented by 29 CFR Part 5).** Applicability: All contracts awarded in excess of $100,000.00, unless otherwise provided by Law, that involves the employment of mechanics or laborers. Requirement: If applicable to this *RFQ* the proposer/contractor agrees to comply with all provisions of the Contract Work Hours and Safety Standards Act, as amended or supplemented, which requires contractors who employs mechanics or laborers, to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

The proposer/contractor will ensure that all its subcontractors certify compliance by having each subcontractor complete a certification included as Form 17 to this RFQ in its response.

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

13. **Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247).** Applicability: All contractors of Gadsden County, when federal funds in part or in whole are being used to fund a contract. Requirement: The proposer/contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contains the highest percentage of

recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000.00, or the value of the quantity acquired during preceding fiscal year exceeded $10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

18. **Safeguarding Personal Identifiable Information (2 CFR 200.82).** Applicability: All contracts that are funded in part or in whole by federal grant funding. Requirement: The proposer/contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

The _____ [insert name of the signatory] on behalf of _____ the proposer/consultant is authorized to sign below and confirms that the proposer/contractor has read and understands all federal provisions and clauses herein, and if fully able to comply with these federal provisions and clauses to this RFQ and the contract. Furthermore, the proposer/consultant has made inquiries and further examination of the law and requirements as necessary for applicability and compliance.

Date: _____ Signature: _____

Company: _____ Name: _____

Address: _____ Title: _____

Email: _____

Phone No: _____

APPENDIX B: CHECKLIST OF REQUIRED FORMS, DOCUMENTS, and CERTIFICATIONS:

CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:

Please submit the items on the following list and any other items required by any section of this RFQ. ***The checklist is provided as a courtesy and may not be inclusive of all items required within this RFQ:***

FORMS CHECKLIST

_____Form 1 – Proposal Transmittal (Submittal) Form (on proposer's letterhead)
_____Form 2 – Qualification Application and Questionnaire
_____Form 3 – References and Conflicts
_____Form 4 – Indemnification/Hold Harmless
_____Form 5 – Public Entity Crimes
_____Form 6 – Equal Opportunity/Affirmative Action
_____Form 7 – Drug Free Workplace
_____Form 8 – Conflict of Interest
_____Form 9 – Non-Collusion
_____Form 10 – Ethical Business Practices
_____Form 11 – Subcontracting
_____Form 12 – Debarment/Suspensions
_____Form 13 – Employee Eligibility Verification (E-Verify)
_____Form 14 – Insurance Certification/Policy Endorsements
_____Form 15 – Comments on Draft Contract
_____Form 16 – System of Award Management (SAM.gov)
_____Form 17 – Byrd Anti-Lobbying
_____Form 18A – Performance Bond
_____Form 18B – Payment Bond
_____Form 19 – Civil Rights
_____Form 20 – Anti-Human Trafficking
_____Form 21 – Foreign County of Concern
_____Form 22 – Truth in Negotiation

APPENDIX XX: SAMPLE TASK ORDER AND COST SUMMARY FOR NEGOTIATED TASK ORDERS

TASK ORDER #

Consultant Name:

RFQ #_____

Project Title: _____

Is project grant funded in part or whole? ___Yes or ___No (If yes, attach grant agreement and note any special conditions or provisions.)

Section I. BACKGROUND Section [Project Name, purpose, project location, background, including if grant funding involved/grant number, etc.)

II. SCOPE OF SERVICES – ARCHICTURAL

A. Preliminary Design Services (or Other Services/Reports/etc.)

B. Final Design Services (or Other Services/Reports/etc.)

C. LIST ALL ARCHICTURAL SERVICES REQUIRED FOR THE PROJECT [to be negotiated between the County and the Contractor based on the project scope of work, the RFQ #_____ and awarded contract. (note, other services may be addressed in a separate Task Order following completion of the final design, at the County's discretion.)

Section lII. SUB-CONSULTANTS/CONTRACTORS

List the names and the general tasks/responsibilities for any proposed subconsultants. Identify subcontractors that were not included in the original response to the RFQ #_____, and note if they are certified minority firms.

Section IV. COUNTY'S RESPONSIBILITY [to be negotiated between the County and the Contractor based on the project scope of work, the RFQ #_____ and awarded contract.

Section V. DELIVERABLES [to be negotiated between the County and the Contractor based on the project scope of work, the RFQ #_____ and awarded contract.

Section VI. SCHEDULE [to be negotiated between the County and the Contractor based on the project scope of work, the RFQ #_____ and awarded contract.

Section VII. METHOD OF COMPENSATION This section will include any allowances (surveying, geotech, permitting, etc.) set aside for work not covered under the actual services previously described.

[Liquidated damages? Delay damages?]

Attachments:

A. Project Tasks/Personnel/labor-hour Estimation
B. Grant Agreement #_____(to be attached if project is funded in whole or in part with grant funds)
C. Special Conditions or Provisions (to be attached if applicable to a specific task order)

NAME OF FIRM

AUTHORIZED REPRESENTATIVE SIGNATURE/DATE

AUTHORIZED REPRESENTATIVE NAME AND TITLE

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

AUTHORIZED REPRESENTATIVE SIGNATURE/DATE

AUTHORIZED REPRESENTATIVE NAME AND TITLE

Sample Gadsden County Cost Summary for Negotiated Task Order

Part 1 – General Information			
1. Project Name:	**2. Grant Information if applicable (awarding agency/number**		
3. RFQ Number:			
3. Contractor's Name:	**4. Date of Proposal:**		
5. Contractor's Address:	**6. Type of Service to Be Provided:**		
Part 2 – Cost Summary			
7. Direct Labor *(Specify labor categories.)*	Hourly Rate	Estimated Cost	**Totals**
Direct Labor Total			
8. Indirect Costs *(Specify indirect costs.)*	Base	Estimated Cost	
Indirect Costs Total			
9. Other Direct Costs			
a. Travel		Estimated Cost	
1) Transportation			
2) Per Diem			
Travel Subtotal			
b. Equipment, Materials & Supplies *(List items.)*	Cost	Estimated Cost	
Equipment Subtotal			
c. Subcontracts		Estimated Cost	
Subcontracts Total			
d. Other		Estimated Cost	
Other Subtotal			
Other Direct Costs Total			
10. Total Estimated Cost			
11. Profit			
12. Total Price			

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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 RFQ 26-05, this Firm proposes to perform all work as detailed in this submittal.

By this Submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

This Proposal is in response to the RFQ 26-05 Havana Library Renovations and Expansion which is submitted by the below-named firm/individual by the undersigned, authorized agent.

_____
(Firm Name)

BY_____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

_____

TELEPHONE _____

E-MAIL _____

FEID #_____ **SAM UEI#**_____

LISTING OF ANY CERTIFICATIONS OR LICENSES CURRENTLY HELD:

NAME:_____**NUMBER:**_____**STATE:** _____

NAME:_____**NUMBER:**_____**STATE:**_____

NAME:_____**NUMBER:**_____**STATE**

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)
Addendum #1 dated_____ **Initials**____
Addendum #2 dated_____ **Initials**____
Addendum #3 dated_____ **Initials**__
Addendum #4 dated_____ **Initials**____
Addendum #5 dated_____ **Initials**__

FORM 2 – QUALIFICATION APPLICATION AND QUESTIONNAIRE

.**All qualification packages must be submitted with the BID to be considered. No exceptions.**

PURPOSE: To provide Gadsden County with reasonable assurance that the Proposer/Bidder has the financial assets, resources, workforce, and experience to complete the work and fulfill an agreement with the County.

FIRM NAME: _____

BUSINESS ADDRESS:_____

CITY, STATE, ZIP: _____

PHONE NUMBER WITH AREA CODE: _____

EMAIL:_____

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. What is the Proposer's/Bidders current Florida licensure for the work proposed?

2. Number of years the Proposer's/Bidder's organization has been in business.

3. Describe and provide contact information for current ***projects that you have underway***. Will you have a project(s) underway that might interfere with the start of the work and completion schedule? The proposer/bidder is not limited to three (3) projects; please add additional projects if more than three (3) projects.

   Project 1:
   Name of Project_____

   Owner: _____ Telephone Number:_____

   Address:_____

   Date Started:_____ Date Completed:_____ Contract Value:_____

   Team Members:
   _____

   Project Description:
   _____

   _____

   Project 2:
   Name of Project:_____

   Owner: _____Telephone Number:_____

   Address:_____

   Date Started:_____ Date Completed:_____ Contract Value:_____

   Team Members:
   _____

   Project Description:
   _____

_____

Project 3:
Name of Project_____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed:_____ Contract Value:_____

Team Members:
_____

Project Description:
_____

_____

4. List and provide a brief description of projects ***completed*** similar in type, size, or larger, and nature as the one proposed in this RFQ. The proposer/bidder is not limited to three (3) projects; please add additional projects if more than three (3) projects.

Project 1
Name of Project_____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed: _____ Contract Value:_____

Team Members:
_____

Project Description:
_____

_____

Project 2
Name of Project:_____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed:_____ Contract Value:_____

Team Members:
_____

Project Description:
_____

_____

Project 3
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Date Started:_____ Date Completed:_____ Contract Value:_____

Team Members:
_____

Project Description:
_____

_____

5. List any ***additional references you would like to include outside of projects*** similar in scope to this project.

Project 1
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Project Description:
_____

_____

Project 2
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Project Description:
_____

_____

Project 3
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Project Description:
_____

_____

6. List the ***projects underway or completed in Gadsden County***, Florida, if any, in the past five (5) years:

Project 1
Name of Project:_____

Owner: _____ Telephone Number:_____

Address:_____

Date Completed: _____ Contract Value:_____

Project Description:
_____

_____

Project 2
Name of Project:_____

Owner: _____ Telephone Number:_____

Address:_____

Date Completed:_____ Contract Value:_____

Project Description:
_____

_____

Project 3
Name of Project: _____

Owner: _____ Telephone Number:_____

Address:_____

Date Completed:_____ Contract Value:_____

Project Description:
_____

_____

7. Has the Proposer/Bidder failed to complete any work awarded (contracted)? If yes, where and way?

   _____

   _____

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

   _____

   _____

   _____

9. State the true and exact, correct, and complete name under which the Proposer/Bidder does business:

   PROPOSER/BIDDER IS:

   SOLE PROPRIETORSHIP

   _____ (SEAL)
   (*Individual's Signature/Date)*

   _____
   (Individual's Name)

   Florida Business License No. and Expiration Date: _____

   Business Address: _____

   Phone Number: _____ Email: _____

A PARTNERSHIP

_____ (SEAL)
(*Partnership's Name)*

_____
(General Partner's Signature/Date)

_____
(General Partner's Name)

Florida Business License No. and Expiration Date: _____

Business Address: _____

Phone Number: _____ Email: _____

A CORPORATION

_____ (SEAL)
(*Corporation Name)*

_____
(State of Incorporation)

*By:*_____
(Name of Person Authorized to Sign)

_____
(Title)

_____
(Authorized Signature/Date)

Florida Business License No. and Expiration Date: _____

Attest: _____
(*Secretary/Date)*

Business Address: _____

Phone Number: _____ Email: _____

10. LIST ALL PRINCIPALS OF ORGANZATION (President, Vice-President, Secretary-Treasurer, Partner, etc.)

_____

_____

_____

_____
Signature of Person Submitting Application/Date

_____
Printed Name of Person Submitting Application

_____
Title of Person Submitting Application

Form 3 – References and Conflicts

FORM 3: REFERENCES AND CONFLICTS

Proposer/Bidder Name:_____

Proposers/Bidders are required to submit with their Proposal/Bid references and conflicts in accordance with the RFQ with which they have provided similar services as requested in this solicitation. Proposers/Bidders shall use this form to provide the required reference information. The BOCC/COUNTY reserves the right to contact any and all references in the course of this RFQ and make a responsibility determination, not subject to review or challenge.

REFERENCES

FORMER CLIENTS and Project Description	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	

Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

CONFLICTS, IF APPLICABLE

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Authorized Signature:_____

Name: _____ Title:_____

FORM 4: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

Form 5 – Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to Gadsden County Board of County Commissioners

By:_____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

Whose business address is:

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is._____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
_____ .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal orstate trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime: or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management ofan affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this_____ day of, 20__.

Personally known_____OR Produced identification_____
(Type of identification)

_____
NOTARY PUBLIC

Notary Public - State of _____

My commission expires:_____

_____
Printed, typed,or stamped commissioned name of notary public

Form 6 – Equal Opportunity/Affirmative Action

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulationsprohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

Form 7 – Drug Free Workplace

DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurementof commodities or contractual services, a response received from a business that certifies that it has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to,any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR_____TITLE_____

AUTHORIZED SIGNATURE_____DATE _____

Form 8 – Conflict of Interest

DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee, or agent is also an officer or an employee of the Gadsden County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Gadsden County:

_____ _____

_____ _____

Name of a State Officer or Employee that owns 5% or more in Respondent's firm:

_____ _____

_____ _____

_____
Name

_____
Company

_____

Date

Form 9 – Non-Collusion

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes, and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Gadsden County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

_____
(Name of Corporation, Partnership, Individual, etc.)

a,_____ formed under the laws of_____
(Type of Business) (State or Province)

of which he is._____.
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Gadsden County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

_____ _____
AFFIANT'S NAME AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME on this____day of _____ (month) 20____(year)

Personally Known_____or Produced Identification_____

Type of Identification_____

_____
Notary Public

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

Form 10 – Ethical Business Practices

ETHICS CLAUSE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress,or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federalgrant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Date

_____ _____

Name of Authorized Individual Name of Company/Organization

_____

Address of Company/Organization

_____

Form 11 – Subcontracting

LIST OF PROPOSOSED CONTRACTORS AND SERVICES TO BE PERFORMED

Please identify any subcontractors that Proposer is currently working with or has worked with in the past.

Subcontract 1 **Name:** **City/State/Zip** **Services to Perform and Percentage:**
Subcontract 2 **Name:** **City/State/Zip** **Services to Perform and Percentage:**
Subcontract 3 **Name:** **City/State/Zip** **Services to Perform and Percentage:**
Subcontract 5 **Name:** **City/State/Zip** **Services to Perform and Percentage:**
Subcontract 6 **Name:** **City/State/Zip** **Services to Perform and Percentage:**
Subcontract 7 **Name:** **City/State/Zip** **Services to Perform and Percentage:**

Form 12 – Debarment/suspensions

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERSPRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
   b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

_____
Signature

_____
Title

_____
Contractor/Firm

_____
Address

Form 13 – Employee Eligibility Verification (E-Verify)

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employeeshired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFQ regarding E-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Form 14 – Insurance Certification/Policy Endorsements

REQUIRED POLICY ENDORSEMENTS AND DOCUMENTATION

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of thecontract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Gadsden County, Florida, its Officers, employees, and volunteers)
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Gadsden County, Florida, its officers, employees, and volunteers)-

General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name_____ Signature_____
Typed or Printed

Date _____ Title_____
(Company Risk Manager or Manager with Risk Authority)

Form 15 – Comments on Draft Contract

Comments on Draft Contract

Describe any anticipated problems with the draft contract, and your proposed solutions. If no anticipated problems were found, indicate "None".

1. **Contract problem and issue (include article number and specific problem).**

2. **Objection by Proposer/Bidder**

3. **Suggested Resolution**

_____ _____

Signature/Authorized Certifying Official Date

_____Typed Name and Title

Form 16 – System of Award Management (SAM.gov)

Include copy of print out from SAM.gov website showing valid registration of entity with UEI and FEIN numbers

For Example:

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS ● Active Registration

Unique Entity ID:
RB45LAJS8GZ8

CAGE/NCAGE:
5EQY6

Doing Business As:
(blank)

Physical Address:
5 E JEFFERSON ST
QUINCY, FL 32351-2405 USA

Expiration Date
Sep 11, 2026

Purpose of Registration:
All Awards

Form 17 – Byrd Anti-Lobbying

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature/Authorized Certifying Official Date

_____Typed Name and Title

Form 18A – Performance Bond

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

_____CONTRACTOR (Name)

_____Address

_____SURETY (Name)

_____Address of Principal Place of Business

_____OWNER (Name)

_____Address

_____CONSTRUCTION CONTRACT Date

_____Amount

_____Description (Name and Location)

_____BOND Date (Not earlier than Construction Contract Date)

_____Amount

_____Modifications to this Bond Form

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the following two pages, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company_____ (Corp. Seal)

Signature_____

Name and Title _____

SURETY
Company_____ (Corp. Seal)

Signature_____

Name and Title _____

(Attach Power of Attorney)

Form 18B – Payment Bond

Payment Bond

_____Date Bond Executed (Must be same or later than date of contract)

_____Principal (Legal name

_____Business address

_____Type Of Organization
(Choose one: individual, partnership, joint venture, corporation, other (specify))

_____State Of Incorporation

_____Penal Sum of Bond
(amount; contract date; contract number)

Obligation:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

_____Witness:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

_____Principal Signature

_____Printed Name and Title

_____Individual Surety(ies) Signature

_____Printed Name and Title

_____Corporate Surety(ies) Signature

_____Printed Name and Title

Form 19 – Civil Rights

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, SECTION 1557 OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT, AND FEDERAL CONSCIENCE AND NONDISCRIMINATION LAWS

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. § 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin (including limited English proficiency) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex (including pregnancy, sexual orientation, and gender identity), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services(45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin (including limited English proficiency), age, disability, or sex (including pregnancy, sexual orientation, and gender identity) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.

As applicable, the Church Amendments, as amended (codified at 42 U.S.C. § 300a-7), the Coats-Snowe Amendment (codified at 42 U.S.C. § 238n), the Weldon Amendment (e.g., Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, Div. H, Title V § 507(d), 136 Stat 49, 496 (Mar. 15, 2022)) as extended by the Continuing Appropriations and Ukraine Supplemental Appropriations Act, 2023, Pub. L. No. 117-180, Div. A, § 101(8) (Sep. 30, 2022); Section1553 of the Patient Protection

and Affordable Care Act, as amended (codified at 42 U.S.C. § 18113), and Section1303(b)(4) of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18023(b)(4)), and45 C.F.R. Part 88, to the extent that the rights of conscience are protected and associated discrimination and coercion are prohibited, in any program or activity for which the Applicant receives Federal financial assistance. Consistent with applicable court orders, the version of Part 88 in effect as of [October 20, 2022] is found at 76 Fed. Reg. 9968-9977 (Feb. 23, 2011).

The Applicant agrees that compliance with this assurance constitutes a material condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees, and assignees for the period during which such assistance is provided.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

_____Name of Agency Receiving/Requesting Funding

_____Title of Authorized Official

_____Printed Name of Official

_____Signature of Authorized Official

_____Date

Form 20 – Anti-Human Trafficking

Human Trafficking Attestation

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with The Florida International University Board of Trustees or any of its direct support organizations (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

3. Nongovernmental Entity has read the foregoing attestation, confirms that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

_____ Nongovernmental Entity

_____ Printed Name

_____ Title

_____ Signature

_____Date

Form 21 – Foreign County of Concern

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355) This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

_____Signature

_____Printed Name

_____Title

_____Date

Form 22 – Truth in Negotiation

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

_____
Name of Consultant

_____
By

_____
Date