

SUGGESTED AGENDA

AMENDED

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA  
REGULAR BOARD MEETING  
TUESDAY, JANUARY 19, 2016  
6:00 P.M.  
201 E. GREEN STREET  
TAYLOR COUNTY ADMINISTRATIVE COMPLEX  
OLD POST OFFICE

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED  
AND CONSENT AGENDA ITEMS:

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF JANUARY 4, 2016.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO REVIEW AND APPROVE A ONE (1) YEAR CONTRACT RENEWAL WITH MORPHOTRAK, FOR MAINTENANCE AND SUPPORT FOR SOFTWARE UTILIZED BY THE TAYLOR COUNTY JAIL, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.

7. THE BOARD TO CONSIDER APPROVAL OF GRANT CONTRACT FOR THE 2016 U.S. HOMELAND SECURITY GRANT PROGRAM, FOR THE PERIOD FROM DATE OF EXECUTION UNTIL AUGUST 31, 2018, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.

BIDS/PUBLIC HEARINGS:

8. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., TO HEAR AN APPLICATION FOR A SPECIAL EVENTS PERMIT (MUD-BOG) TO BE HELD ON JANUARY 29-31, 2016, AS SUBMITTED BY PUDDING CREEK MUD BOG.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

9. THE BOARD TO REVIEW AND APPROVE A REQUEST FOR PROPOSALS (RFP) FOR A VOTING TABULATION SYSTEM, HARDWARE AND SOFTWARE, FOR THE SUPERVISOR OF ELECTIONS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

GENERAL BUSINESS:

- 9A. THE BOARD TO DISCUSS AND CONSIDER APPROVAL OF A REQUEST TO DESIGN A NEW COMMUNITY CENTER IN SHADY GROVE, AS AGENDAED BY COMMISSIONER PAM FEAGLE.
- 9B. THE BOARD TO DISCUSS AND CONSIDER APPROVAL OF FUNDING THE CONSTRUCTION OF A NEW SHADY GROVE COMMUNITY CENTER FROM THE FUND FOR CAPITAL IMPROVEMENTS AS SOON AS THE DESIGN IS COMPLETE AND APPROVED, AS AGENDAED BY COMMISSIONER PAM FEAGLE.

COUNTY STAFF ITEMS:

10. THE BOARD TO REVIEW AND APPROVE THE INVITATION TO BID FOR THE REHABILITATION OF THE HOME OF TIMOTHY HARRELL, THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
11. THE BOARD TO REVIEW AND APPROVE THE STANDARD FORM OF AGREEMENT BETWEEN THE COUNTY AND PETTIBONE CONSTRUCTION, FOR PHASE 1 OF THE REHABILITATION OF THE APRON AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

12. THE BOARD TO REVIEW AND APPROVE A REQUEST FOR QUALIFICATIONS (RFQ) FOR CONSULTING SERVICES FOR A "TAYLOR COUNTY SPACE PLANNING/FACILITIES ASSESSMENT REPORT," AS AGENDAED BY THE COUNTY ADMINISTRATOR.
13. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE: [www.taylorcountygov.com](http://www.taylorcountygov.com)
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARGARET DUNN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A ONE YEAR CONTRACT RENEWAL WITH MORPHOTRAK FOR MAINTENANCE AND SUPPORT FOR SOFTWARE UTILIZED BY THE TAYLOR COUNTY JAIL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

JANUARY 19, 2016

**Statement of Issue:** CURRENT CONTRACT EXPIRES 4/30/2016. THE RENEWAL PRICE IS \$4,471.95, WHICH IS AN INCREASE OF \$213.

**Recommended Action:** APPROVE THE CONTRACT RENEWAL

**Fiscal Impact:** \$4471.95

**Budgeted Expense:** YES

**Submitted By:** COUNTY ADMINISTRATOR

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**





**SAFRAN**

MorphoTrak

#4403

5515 E. La Palma Ave., Suite 100  
Anaheim, CA 92807  
Tel: (714) 238-2000  
Fax: (714) 237-0050

December 2, 2015

Ms. Kathy Bell  
Taylor County Jail  
108 Jefferson St.  
Perry, FL 32347

**RE: Extension to Maintenance and Support Agreement # 001800-003  
LiveScan**

Dear Ms. Bell:

By means of this letter, MorphoTrak, LLC ("MorphoTrak" or "Seller") hereby extends Taylor County Jail maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period May 1, 2016 through April 30, 2017. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **return two copies to my attention at MorphoTrak, LLC at 5515 E. La Palma Avenue, Suite 100, Anaheim, California 92807 or fax it to my attention at 714-237-0050 on or before April 30, 2016.** Failure to return this fully executed letter on or before April 30, 2016 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at (714)688-3120 or e-mail Susan.Wilcox@morpho.com.

Sincerely,

Susan Wilcox  
Contracts Administration Specialist  
MorphoTrak, LLC

**Accepted by:**

**MORPHOTRAK, LLC**

Signed by: \_\_\_\_\_

Printed Name: Walt Scott

Title: Vice President

Date: \_\_\_\_\_

**TAYLOR COUNTY JAIL**

Signed by: \_\_\_\_\_

Printed Name: Jody DeVane

Title: Chair, BOCC

Date: 1-19-2016

**Exhibit A**  
**DESCRIPTION OF COVERED PRODUCTS**

**MAINTENANCE AND SUPPORT AGREEMENT NO.**    SA# 001800-003

**CUSTOMER:**    Taylor County Jail

The following table lists the Products under maintenance coverage:

<i>Product</i>	<i>Description</i>	<i>Node Name</i>	<i>Qty</i>
LSS-R	LiveScan with Mugshot Capture; and Mugshot Digital Camera ♦ Minitower PC with Microsoft Windows XP ♦ LCD Display with Touch Screen ♦ Fingerprint/Palmprint (500 ppi Scanner and FBI Certified) ♦ Ruggedized Cabinet ♦ Rackmount Keyboard & Mouse ♦ Lighting and Backdrop Kit ♦ Uninterruptible Power Supply ♦ LiveScan Application Software	FLTALV02	1

**Exhibit B SUPPORT PLAN**

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

<b>SEVERITY LEVEL</b>	<b>DEFINITION</b>	<b>RESPONSE TIME</b>	<b>TARGET RESOLUTION TIME</b>
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone response within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone response within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone response within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone response within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error

promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

## 2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

## 3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases.

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

*(The below listed terms are applicable only when the Maintenance and Support Agreement includes Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement)*

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

**Exhibit C**  
**SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement # SA# 001800-003

Date December 2, 2015

New Term Effective

Start May 1, 2016

End April 30, 2017

<b>CUSTOMER:</b> Taylor County Jail Address (1): 108 N. Jefferson St. Address (2): CITY, STATE, ZIP CODE: Perry, FL 32347 <b>CONTACT NAME:</b> Officer Kathy Bell CONTACT TITLE TELEPHONE: *850)584-4333 FAX: Email: bellmk@flcjn.net	<b>BILLING AGENCY:</b> Taylor County Commissioner Address (1): PO Box 620 Address (2): CITY, STATE, ZIP CODE: Perry, FL 32348-0620 <b>CONTACT NAME:</b> Accounts Payable CONTACT TITLE TELEPHONE: FAX: Email: bccpayables@taylorclerk.com
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For support on products below, please contact Customer Support at (800) 734-6241 or email at cscenter@morpho.com.

☐ AFIS System

☒ LiveScan™ Station

☐ Morpho™ BIS System

STANDARD SUPPORT	ANNUAL FEE
<input checked="" type="checkbox"/> <b>Advantage – Software Support</b> ♦ 8 a.m. – 5 p.m. Monday to Friday PPM ♦ Unlimited Telephone Support ♦ Remote Dial-In Analysis ♦ Supplemental Releases & Updates ♦ Standard Releases & Updates ♦ Automatic Call Escalation ♦ Software Customer Alert Bulletins ♦ Telephone Response: 2 Hour	\$ 4,471.95
<b>STANDARD SUPPORT TOTAL</b>	<b>\$ 4,471.95</b>
SUPPORT OPTIONS	ANNUAL FEE
<input checked="" type="checkbox"/> <b>On-Site Hardware Support</b> ♦ 8 a.m. – 5 p.m. Monday-Friday PPM ♦ Next day PPM On-site Response ♦ Hardware Vendor Liaison ♦ Defective Parts Replacement ♦ Escalation Support ♦ Hardware Customer Alert Bulletins ♦ Hardware Service Reporting ♦ Product Repair ♦ Equipment Inventory Detail Management	\$ Included
<input checked="" type="checkbox"/> <b>Parts Support</b> ♦ Parts Ordered & Shipped Next Business Day ♦ If customer is providing their own on-site hardware support, the following applies: * Customer Orders & Replaces Parts      * Telephone Technical Support for Parts Replacement Available ♦ Parts Customer Alert Bulletins	\$ Included
<input type="checkbox"/> <b>UPLIFTS</b> ♦ Increase PPM to _____ ♦ Increase Response Time to _____	\$ N/A \$ N/A <b>SUPPORT OPTIONS TOTAL \$ Included as checked</b>
THIRD PARTY SUPPORT	ANNUAL FEE
<input type="checkbox"/> <b>THIRD PARTY VENDOR NAME:</b> ♦ <b>TERM DATE:</b> ♦ <b>COVERAGE:</b>	\$ N/A
<b>THIRD PARTY SUPPORT TOTAL</b>	<b>\$ N/A</b>
USERS CONFERENCE – NORTH AMERICA	ANNUAL FEE
<input type="checkbox"/> <b>Users Conference Attendance (\$2,950 per Attendee)</b> Year _____ Number Attendees Requested _____ ♦ Registration fee ♦ Roundtrip travel for event ♦ Ground transportation to/from the conference airport to the conference hotel ♦ Hotel accommodations ♦ Daily meals	\$ N/A
<b>USERS CONFERENCE TOTAL</b>	<b>\$ N/A</b>
OTHER AVAILABLE OPTIONS	ANNUAL FEE
<input type="checkbox"/> LiveScan 3000 Prism Protection \$1,500 unit/year – Covers labor and material fee for replacement of one (1) prism per year <input type="checkbox"/> Other:	\$ N/A \$ N/A
<b>OTHER AVAILABLE OPTIONS TOTAL</b>	<b>\$ N/A</b>

Prepared by: Susan Wilcox, (714)688-3120 Email: susan.wilcox@morpho.com

**SUPPORT TOTAL\* \$ 4,471.95**  
**USERS CONFERENCE TOTAL \$ N/A**  
**FULL TERM FEE GRAND TOTAL\* \$ 4,471.95**

\*Exclusive of taxes if applicable

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**

**Exhibit D**  
**CURRENT BILLABLE RATES**

**MAINTENANCE AND SUPPORT AGREEMENT NO.** SA# 001800-003

**CUSTOMER:** Taylor County Jail

The following are Seller's current billable rates, subject to an annual change.

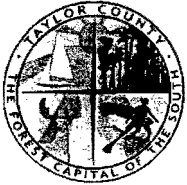
<b>COVERAGE HOURS (PPM)</b>		<b>BILLABLE RATES</b>	
		(OUTSIDE THE SCOPE OF A CURRENT EXECUTED AGREEMENT)	
8am-5pm, M-F (local time)		\$160 per hour, 2 hours minimum	
After 5p, Saturday, Sunday, Seller Holidays		\$240 per hour, 2 hours minimum	

<b>COVERAGE HOURS (PPM)</b>		<b>BILLABLE RATES</b>	
		(WITHOUT AN AGREEMENT)	
8am-5pm, M-F (local time)		\$320 per hour, 2 hours minimum	
After 5p, Saturday, Sunday, Seller Holidays		\$480 per hour, 2 hours minimum	

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF GRANT CONTRACT FOR THE 2016 U.S. HOMELAND SECURITY GRANT PROGRAM FOR THE PERIOD FROM DATE OF EXECUTION UNTIL AUGUST 31, 2018 AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR

**Meeting Date:**

January 19, 2016

**Statement of Issue:** THE BOARD TO CONSIDER APPROVAL OF U.S. DEPARTMENT OF HOMELAND SECURITY GRANT. THERE IS NO COUNTY MATCH FOR THIS GRANT

**Recommendation:** APPROVE

**Fiscal Impact:** \$ 10,500.00 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** STEVE SPRADLEY, EM DIRECTOR

**Contact:** 850-838-3575

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

THE GRANT IS FOR LOCAL PLANNING, TRAINING AND EXERCISE AND IS TO BE USED TO ENSURE THAT EMERGENCY MANAGEMENT IS ABLE TO MAINTAIN OUR ON-GOING COMMITMENT WITH ALL DISCIPLINES AND STAKEHOLDERS TOWARD FULFILLING FLORIDA'S DOMESTIC SECURITY MISSION.

**Options:** 1. APPROVE

2. NOT APPROVE

**Attachments:** 1. DHS CONTRACT (2 ORIGINALS FOR SIGNATURE)

2. \_\_\_\_\_





STATE OF FLORIDA

# **DIVISION OF EMERGENCY MANAGEMENT**

RICK SCOTT  
Governor

BRYAN KOON  
Director

## **GRANT AWARD**

**SUB-RECIPIENT:** Taylor County

**PROJECT TITLE:** State Homeland Security Grant Program

**FEDERAL GRANT PD:** 09/01/2015 to 08/31/2018

**AWARD TOTAL:** \$10,500 - Issue 13

**FEDERAL GRANT NO:** EMW-2015-SS-00083-S01

In accordance with the provisions of Federal Fiscal Year 2015 State Homeland Security Grant Program (HSGP), the Florida Division of Emergency Management (FDEM) who serves as the State Administrative Agency (SAA) hereby awards to the foregoing Sub-recipient a grant in the amount shown above.

**Payment of Funds:** The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the FDEM before execution of your agreement. The sub-recipient should not expend any funds until a fully executed agreement has been received from FDEM and all Special Conditions are satisfied. Grant funds will be disbursed to sub-recipients (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

**Non-Supplanting Requirement:** Requires that sub-recipients provide assurance that sub-grant funds will not be used to supplant or replace local or state funds that have been budgeted for the same purpose through non-federal sources. In compliance with that mandate, I certify that the receipt of federal funds through FDEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

**Conditions:** I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to the period of performance end date stipulated in the funding agreement.

**GRANT AWARD  
PAGE TWO**

**Conditions continued:** I certify that I understand and agree that once grant funding agreement has been sent to sub-recipient, the funding agreement will be executed within six (6) months of the letter date. I understand if the funding agreement is not executed in that time frame, the awarded amount is considered declined and funds will expended on behalf of locals by the SAA.

**Deployable Capabilities:** It is also understood that all assets and capabilities achieved or sustained with HSGP grant funds are deployable and shareable at the direction of the SAA, with cost potentially reimbursable in conformance with Emergency Management Assistance Compacts (EMAC) or other Statewide Mutual Aid/Assistance (SMAA) agreements. Assets should be available to utilize in multiple jurisdictions, regions, and the Nation; any asset that is physically mobile can be used anywhere in the United States and territories via EMAC or other mutual aid/assistance agreements.

**ACCEPTANCE FOR THE SUB-RECIPIENT:** Taylor County

\_\_\_\_\_  
Signature of Official Authorized to Sign  
for Recipient

\_\_\_\_\_  
Signature of Director, Division of  
Emergency Management, SAA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**POINT OF CONTACT INFORMATION**

Point of Contact (POC) Name: Steve Spradley

Physical Address of Sub-Recipient: 591E. US Hwy. 27

City: Perry State: Florida

POC Phone No: 850-838-3575

Email Address: steve.spradley@taylorcountygov.com

**GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL OF SUB-RECIPIENT'S PROPOSED BUDGET BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT.**

Contract Number: 16-DS-T9-03-72-01-

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Taylor County</u>
Sub-Recipient's unique entity identifier (DUNS):	<u>06 5887796</u>
Federal Award Identification Number (FAIN):	<u>EMW-2015-SS-00083-S01</u>
Federal Award Date:	<u>9/1/2015</u>
Subaward Period of Performance Start and End Date:	<u>Date of Execution – 12/31/2016</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$10,500</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient:	<u>\$1,250,000</u>
Total Amount of the Federal Award:	<u>\$20,690,584</u>
Federal award project description (see FFATA):	<u>See Article I, Agreement Articles:</u> <u>EMW-2015-SS-00083</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security/FEMA</u>
Name of pass-through entity:	<u>FL Div. of Emergency Management</u>
Contact information for the Pass-through entity:	<u>2555 Shumard Oak Blvd.</u> <u>Tallahassee, FL 32399-2100</u>
CFDA Number and Name:	<u>97.067 Homeland Security Grant</u> <u>Program</u>

Whether the award is Research & Development:

No (N/A)

Indirect cost rate for the Federal award:

32.78%

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Taylor County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds."

Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", shall apply to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the following Division employee shall serve as the grant manager for this agreement, shall be responsible for enforcing performance of this Agreement's terms and conditions, and shall serve as the Division's liaison with the Sub-Recipient:

Justin Williams  
2555 Shumard Oak Blvd. Room 120B  
Tallahassee, FL 32399-2100  
Telephone: (850) 413-9939  
Fax: (850) 922-8689  
Email: Justin.williams@em.myflorida.com

b. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Steve Spradley  
591 US Hwy 27  
Perry, Florida 32347  
Telephone: 850-838-3575  
Fax: 850-838-3523  
Email: steve.spradley@taylorcountygov.com

c. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Attachment A, Budget and Attachment B, Scope of Work, of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on 12/31/2016, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

The Sub-Recipient shall be reimbursed for allowable costs incurred in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A, Budget and Attachment B, Scope of Work, of this Agreement.

c. The maximum reimbursement amount for the entirety of this Agreement is \$10,500.

d. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, Scope of Work, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

f. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services")

and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431 (b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards;

and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

h. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- i. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

## (10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).



d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt

of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(g), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

#### **(12)REPORTS**

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs. All close-out reports shall be due no later than August 31, 2018, regardless of the time extensions or other exceptional circumstances.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment A (Scope of Work).

#### **(13)MONITORING.**

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within

the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

**(14) LIABILITY**

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(15) DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

**(16) REMEDIES.**

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

**(17) TERMINATION.**

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

#### **(18)SUBCONTRACTS**

If the Sub-Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Sub-Recipient. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Sub-Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

#### **(19)ATTACHMENTS**

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
  - i. Exhibit 1 - Funding Sources
  - ii. Attachment A – Budget

- iii. Attachment B – Scope of Work
- iv. Attachment C – Deliverables and Performance
- v. Attachment D – Program Statutes and Regulations
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Warranties and Representations
- viii. Attachment G – Certification Regarding Debarment
- ix. Attachment H – Statement of Assurances
- x. Attachment I – Reimbursement Checklist
- xi. Attachment J – Monitoring Guidelines
- xii. Attachment K – Environmental Planning & Historic Preservation Guidelines
- xiii. Attachment L – Mandatory Contract Provisions

#### **(20)PAYMENTS**

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

b. After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Sub-Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

c. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Sub-Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements contained in 2 C.F.R. Part 200. The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement or forty-five (45) days after completion of the activities contained in this Agreement, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement. All invoices shall be due no later than August 16, 2018, regardless of time extensions or other exceptional circumstances.

d. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further

payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

**(21) REPAYMENTS**

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florid Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

**(22) MANDATED CONDITIONS**

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a



public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

**h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

**(23) LOBBYING PROHIBITION**

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

c. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

**(25)LEGAL AUTHORIZATION.**

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

**(26)ASSURANCES.**

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: Taylor County**

By: \_\_\_\_\_

Name and Title: Jody Devane, Board Chairman

Date: \_\_\_\_\_

FID# 59-6000879

Include a copy of the designation of authority for the signatory, if applicable.

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

### Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance Title and number: 97.067

Award amount: \$10,500

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 215, 252 and 473 Florida Statutes

Rule Chapters 27P -6, 27P-11 and 27P-19. Florida Administrative Code

2 CFR Part 200

### Federal Program:

*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for):*  
**Sub-recipient is to use funding to perform eligible activities as identified FY2015 Department of Homeland Security Notice of Funding Opportunity (NOFO).**
2. *Second applicable compliance requirement (e.g., eligibility requirements for Sub-Recipients of the resources):*  
**Sub-recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliant with the terms of the Agreement.**

**NOTE:** 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-recipient.

## ATTACHMENT A

### PROPOSED PROGRAM BUDGET

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at <http://beta.fema.gov/authorized-equipment-list>.

The ***transfer of funds between the categories*** listed in the "Proposed Program Budget" ***is permitted***. However, the ***transfer of funds between Issues is strictly prohibited***.

FY 2015 - Homeland Security Grant Program	Taylor County	Issue 13 – Local Planning, Training & Exercise	\$10,500

## BUDGET DETAIL WORKSHEET

The Sub-recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

### FY2015 Budget Detail Worksheet– Eligible Activities (Not limited to activities below)

Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives				
Developing related terrorism prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)				
Conferences to facilitate planning activities				
Materials required to conduct planning activities				
Travel/per diem related to planning activities				
Overtime and backfill costs (in accordance with operational Cost Guidance)				
Other projects areas with prior approval from FEMA				
Issuance of WHTI-compliant tribal identification cards (HSGP only)				
Activities to achieve planning inclusive of people with disabilities				
<b>TOTAL PLANNING EXPENDITURES</b>			<b>\$</b>	
Developing, Delivering, and Evaluating Training				
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants				

Certification/Recertification of Instructors				
Travel				
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Tuition for higher education				
Other items				
<b>TOTAL TRAINING EXPENDITURES</b>			<b>\$</b>	
Design, Develop, Conduct and Evaluate an Exercise	<b>1</b>	<b>\$10,500</b>	<b>\$10,500</b>	<b>13</b>
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises				
Implementation of HSEEP				
Activities to achieve exercises inclusive of people with disabilities				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> .				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				
<b>TOTAL EXERCISE EXPENDITURES</b>				<b>\$ 10,500</b>
<b>TOTAL EXPENDITURES OF ALL CATEGORIES</b>				<b>\$ 10,500</b>



# ATTACHMENT B

## SCOPE OF WORK

Sub-recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2015 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

### I. Issue and Project Description

#### **Issue 13 – Local Planning, Training and Exercise: PTE/Comm Capability Enhancement**

To ensure that EM agencies within the regions are able to maintain their on-going commitment with all disciplines and stakeholders toward fulfilling FL's domestic security mission.

### II. Categories and Eligible Activities

FY2015 allowable costs are divided into the following categories: **planning, training and exercises** are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

#### **A. Allowable Planning Related Costs**

- SHSP funds may be used for a range of emergency preparedness and management planning activities and such as those associated with the development of the THIRA, SPR, continuity of operations plans and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in *CPG 101 v 2.0*.
- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities
- Developing and implementing homeland security support programs and adopting DHS/FEMA national initiatives
- Developing related terrorism and other catastrophic event prevention activities
- Developing and enhancing plans and protocols
- Developing or conducting assessments
- Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)
- Materials required to conduct planning activities
- Travel/per diem related to planning activities
- Overtime and backfill costs (in accordance with operational Cost Guidance)

- Issuance of WHTI-compliant Tribal identification card
- Activities to achieve planning inclusive of people with disabilities
  - Coordination with Citizen Corps Councils for public information/education and development of volunteer programs
- Update governance structures and processes and plans for emergency communications

#### **Additional Planning Information**

FEMA's National Preparedness Directorate (NPD) offers technical assistance (TA) that is designed to provide sub-recipients and sub-sub-recipients with specialized expertise to improve their emergency plans and planning. TA deliveries are designed specifically to improve and enhance the continuing development of state and local emergency management across the five mission areas of the National Preparedness Goal and across all core capabilities. TA provides the opportunity to engage emergency managers, emergency planners, and appropriate decision-makers in open discussion of options to improve plans and planning in light of their jurisdiction's needs. There is no cost to approved jurisdictions for DHS/FEMA TA.

TA deliveries combine current emergency management best practices with practical consideration of emerging trends, through discussion facilitated by DHS/FEMA contract specialists and with the support of FEMA Region operational specialists. While the invitation of participants is up to the requesting jurisdiction, DHS/FEMA encourages requesting jurisdictions to include the broadest practical range of its emergency managers and planners in all TA deliveries. TA deliveries should be made open to neighboring jurisdictions. As necessary, DHS/FEMA may also invite other Federal experts and practitioners to participate. Additionally, peer-to-peer representation may also be included from other jurisdictions that have recently used TA for the same planning issue.

The TA catalog, showing the full range of TA available across all five mission areas and by all providers, and the TA request form can be accessed at <http://www.fema.gov/national-incident-management-system/fema-technical-assistance-division>.

#### **B. Allowable Training Related Costs**

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have or access and functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-recipients are encouraged to use existing training rather than developing new courses. When developing new courses, sub-recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation model of instructional design using the *Course Development Tool*.

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences

- Activities to achieve training inclusive of people with disabilities
- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduct of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Interoperable communications training

#### **Additional Training Information**

Per DHS/FEMA Grant Programs Directorate Policy *FP 207-008-064-1, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on September 9, 2013, states, territories, Tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or Urban Area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, sub-recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the *NTED Responder Training Development Center (RTDC)* website.

***DHS/FEMA Provided Training.*** These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

***Approved State and Federal Sponsored Course Catalogue.*** This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at <http://www.firstrespondertraining.gov>.

***Training Not Provided by DHS/FEMA.*** These trainings includes courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.

- **Joint Training and Exercises with the Public and Private Sectors.** These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at <http://www.firstrespondertraining.gov>.

**Training Information Reporting System (“Web-Forms”).** Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2015 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin> in order to support grantees in their own tracking of training.

**FDEM State Training Office conditions:** For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-recipient must provide the Division with a certificate of course completion; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to attend the course.
- In order to receive payment for successfully conducting an authorized course, the Sub-recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to conduct the course.”
- For courses that are non-DHS approved training, sub-recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, sub-recipient must provide a copy of the course materials and sign-in sheets.
- The number of participants must be a minimum of **15** in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the sub-recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.
- The Sub-recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

### **C. Allowable Exercise Related Costs**

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://www.fema.gov/exercise>.

- Design, Develop, Conduct, and Evaluate an Exercise
- Full- or part-time staff or contractors/consultants
- Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises
- Implementation of HSEEP
- Activities to achieve exercises inclusive of people with disabilities
- Travel
- Supplies associated with allowable approved exercises
- Interoperable communications exercises

#### **Additional Exercise Information**

Sub-recipients that decide to use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. Sub-recipients are encouraged to invite representatives/planners involved with other Federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the state/Urban Area's THIRA and SPR. The scenarios used in HSGP-funded exercises must focus on validating capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year TEP.
- **Special Event Planning.** If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year TEP. The state or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.
- **Regional Exercises.** States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year TEP.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. State, local, Tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies.

**FDEM State Training Office conditions for Exercises:** For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Sub-recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to attend the exercise.
- In order to receive payment for successfully conducting an authorized exercise, the Sub-recipient must provide the Division with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to conduct the exercise. *The Sub-recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.*
- If you require food/water for this event, request must come to the Division within 25 days of event in the following format:

Exercise Title:

Location:

Exercise Date:

Exercise Schedule:

Estimated Number of Participants that will be fed:

Estimated Cost for food/water:

Description of the Exercise:

#### **Unauthorized Exercise Costs**

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging signs).

#### **D. Procurement**

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- any local procurement policy.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the sub-sub-recipient shall not execute a piggy-back contract unless the Division has

approved the scope of work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the sub-sub-recipient must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the sub-sub-recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

#### **E. Piggy-backing**

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

#### **Unallowable Costs (SHSP, UASI and OPSG)**

Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP.

#### **F. Reporting Requirements**

##### **1. Quarterly Programmatic Reporting:**

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Sub-recipient's reporting is current.
- If a report goes two (2) consecutive quarters without Sub-recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

##### **Programmatic Reporting Schedule**

<b>Reporting Period</b>	<b>Report due to FDEM no later than</b>
January 1 through March 31	April 30
April 1 through June 30	July 30
July 1 through September 30	October 30
October 1 through December 31	January 30

##### **2. Reimbursement Requests:**

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements must be requested within 90 calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within 90 calendar days of expenditure shall result in denial of reimbursement. This is separate from the final claim which is due no later than forty-five (45) days after termination of the agreement or completion of project activity. The Sub-recipient should include the category's corresponding line item (or issue) number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form. For equipment items, the AEL must be listed on the "Detail of Claims" form.

**3. Close-out Programmatic Reporting:**

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

**G. Programmatic Point of Contact**

<b>Contractual Point of Contact</b>	<b>Programmatic Point of Contact</b>
Justin Williams FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9939 Justin.williams@em.myflorida.com	Felicia P. Pinnock FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-3457 felicia.pinnock@em.myflorida.com

**H. Contractual Responsibilities**

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.



## ATTACHMENT C

### DELIVERABLES AND PERFORMANCE

**State Homeland Security Program (SHSP):** SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

**Planning Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see [http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_V2.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf) or grant guidance (Notice of Funding Opportunity).

For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining an current Emergency Operations Plan (EOP) are eligible. The Sub-recipient can successfully complete a planning activity either by creating or updating such plan(s).

**Training Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the sub-recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <http://www.firstrespondertraining.gov>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-recipient can successfully complete an authorized course either by attending or conducting that course.

**Exercise Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the sub-sub-recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <https://www.llis.dhs.gov/hseep>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Sub-recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

**Minimum performance:** Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Scope of Work, Attachment B of this agreement.

## **ATTACHMENT D**

### **PROGRAM STATUTES AND REGULATIONS**

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

## ATTACHMENT E

### JUSTIFICATION OF ADVANCE PAYMENT

**SUB-RECIPIENT:** \_\_\_\_\_

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

#### ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20____-20____ Anticipated Expenditures for First Three Months (90 days) of Funding Agreement
<u>For example</u> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<u>For example</u> <b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the Funding Agreement term. Supporting documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the Funding Agreement term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

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## **ATTACHMENT F**

### **WARRANTIES AND REPRESENTATIONS**

#### Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

#### Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

#### Codes of conduct.

The Sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Sub-recipient.

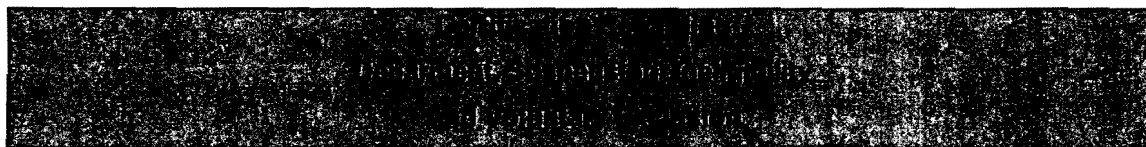
#### Business Hours

The Sub-recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: 8:00 AM - 5:00 PM

#### Licensing and Permitting

All subcontractors or employees hired by the Sub-recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-recipient.

## ATTACHMENT G



### Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

### SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Sub-Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
FDEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## **ATTACHMENT H**

### **STATEMENT OF ASSURANCES**

All sub-recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient will acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

2. Sub-recipient must ensure that project activities carried outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.

3. Sub-recipient will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. Sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. Sub-recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy records, accounts, and books, papers, or documents related to the grant.

6. Sub-recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

7. Sub-recipient will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. Sub-recipient must cooperate with any compliance review or compliant investigation conducted by DHS.

9. Sub-recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support reports. Sub-recipients should also comply with all other special reporting, data collection and evaluation requirements, as prescribes by law or detailed in program guidance.

10. If, during the past three years, the sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the sub-recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to FDEM for forwarding to the DHS awarding office and the DHS Component.

11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a sub-recipient of funds, the sub-recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

# ATTACHMENT I

## REIMBURSEMENT CHECKLIST

**Use this checklist as a tool for completing reimbursement packages**

### **PLANNING**

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by sub-recipient or contractor/consultant of sub-recipient, an agenda and signup sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contractor been included? (Note – grant agreement must be referenced on the invoice.)
- ☐ 5. Has proof of payment been included?
  - \_\_\_\_\_ Canceled check
  - \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation
  - \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
- ☐ 7. Has proof of purchase methodology been included (Form 5 Procurement)?
  - \_\_\_\_\_ Sole Source (approved by FDEM for purchases exceeding \$25,000)
  - \_\_\_\_\_ State Contract (page showing contract #, price list)
  - \_\_\_\_\_ Competitive bid results (e.g. Quotewire, bid tabulation page)

**Consultants/Contractors (Note: this applies to contractors also billed under Organization)**

### **TRAINING**

- ☐ 1. Is the course DHS approved?
- ☐ 2. Is there a course or catalog number? If not, has FDEM approved the non-DHS training?
- ☐ 3. Have Sign-In Sheets, Rosters and Agenda been provided?

- ☐ 4. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?  
       \_\_\_\_\_ Have documentation from entity's financial system been provided as proof attendees were paid?  
       \_\_\_\_\_ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 5. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 6. Has any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment must be submitted.  
       \_\_\_\_\_ Canceled check  
       \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
       \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- ☐ 7. Has proof of purchase methodology been included (Form 5 Procurement)?  
       \_\_\_\_\_ Sole Source (approved by FDEM for purchases exceeding \$25,000)  
       \_\_\_\_\_ State Contract (page showing contract #, price list)  
       \_\_\_\_\_ Competitive bid results (e.g. Quotewire, bid tabulation page)

### **EXERCISE**

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise?  
       \_\_\_\_\_ Situation Manual  
       \_\_\_\_\_ Exercise Plan
- ☐ 2. If exercise has been conducted are the following included:  
       \_\_\_\_\_ After-action report  
       \_\_\_\_\_ Sign-in sheets  
       \_\_\_\_\_ Agenda  
       \_\_\_\_\_ Rosters
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?  
       \_\_\_\_\_ Have documentation from entity's financial system been provided to prove attendees were paid?  
       \_\_\_\_\_ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?



- ☐ 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be included.
- \_\_\_\_\_ Canceled check  
 \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
 \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be included.
- \_\_\_\_\_ Canceled check  
 \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
 \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- ☐ 7. Has proof of purchase methodology been included (Form 5 Procurement)?
- \_\_\_\_\_ Sole Source (approved by FDEM for purchases exceeding \$25,000)  
 \_\_\_\_\_ State Contract (page showing contract #, price list)  
 \_\_\_\_\_ Competitive bid results (e.g. Quotewire, bid tabulation page)

#### **EQUIPMENT**

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included?
- \_\_\_\_\_ Canceled check  
 \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
 \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- ☐ 5. If EHP form needed, has a copy of the approval DHS been included?
- ☐ 6. Has proof of purchase methodology been included (Form 5 Procurement)?
- \_\_\_\_\_ Sole Source (approved by FDEM for purchases exceeding \$25,000)  
 \_\_\_\_\_ State Contract (page showing contract #, price list)  
 \_\_\_\_\_ Competitive bid results (e.g. Quotewire, bid tabulation page)

#### **TRAVEL/CONFERENCES**

- ☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?
- \_\_\_\_\_ Airplane receipts  
 \_\_\_\_\_ Proof of mileage (Google or Yahoo map printout or mileage log)  
 \_\_\_\_\_ Toll and/or Parking receipts

\_\_\_\_\_ Hotel receipts (is there a zero balance?)  
\_\_\_\_\_ Car rental receipts  
\_\_\_\_\_ Registration fee receipts  
\_\_\_\_\_ Note: Make sure that meals paid for by conference are not included in per diem amount

- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included?
- \_\_\_\_\_ Canceled check  
\_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
\_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement  
\_\_\_\_\_ Copy of paycheck if reimbursed through payroll

### **MATCHING FUNDS**

- ☐ 1. Contributions are from Non Federal funding sources identified?
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

### **SALARY POSITIONS**

1. Has a signed timesheet by employee and supervisor included?
2. Has proof for time worked by the employee been included? Is time period summary included?
- \_\_\_\_\_ Statement of Earnings  
\_\_\_\_\_ Copy of Payroll Check  
\_\_\_\_\_ Payroll Register  
\_\_\_\_\_ Time and Effort Log (Form 6)

\_\_\_\_\_ For fusion center analysts, have the certification documents been provided to the SAA to demonstrate compliance with training and experience standards?

### **ORGANIZATION**

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
- \_\_\_\_\_ Have documentation from entity's financial system been provided to prove attendees were paid?
- \_\_\_\_\_ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

**FOR ALL REIMBURSEMENTS - THE FINAL CHECK**

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 5. Has the reimbursement package been entered into sub-sub-recipients records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
- ☐ 7. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?
- ☐ 8. Do all of your vendors have a current W-9 (Tax Payer Identification) on file?

**Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

## **ATTACHMENT J**

### **MONITORING GUIDELINES**

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a sub-recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the sub-recipient agencies by a Division representative who examines records, procedures and equipment.

#### **Frequency of annual monitoring activity:**

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a three (3) year period following closure.

#### **Areas that will be examined include:**

Management and administrative procedures;  
Grant folder maintenance;  
Equipment accountability and sub-hand receipt procedures;  
Program for obsolescence;  
Status of equipment purchases;

Status of training for purchased equipment;  
Status and number of response trainings conducted to include number trained;  
Status and number of exercises;  
Status of planning activity;  
Anticipated projected completion;  
Difficulties encountered in completing projects;  
Agency NIMS/ICS compliance documentation;  
Equal Employment Opportunity (EEO Status);  
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack there of, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Sub-recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a sub-recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant sub-recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ✚Equipment selection or available vendors
- ✚Eligibility of items or services
- ✚Coordination and partnership with other agencies within or outside the region or discipline
- ✚Record Keeping
- ✚Reporting Requirements
- ✚Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the sub-recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

### **On-site Monitoring Protocol**

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

### **Site Visit Preparation**

A letter will be sent to the sub-recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

### **On-Site Monitoring Visit**

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial

monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per sub-recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

### **Post Monitoring Visit**

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

# **ATTACHMENT K**

## **EHP GUIDELINES**

### **ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES**

The following types of projects are to be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
  - Emergency Operation Centers
  - Security Guard facilities
  - Equipment buildings (such as those accompanying communication towers)
  - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

#### **EHP DETERMINATION PROCESS**

- I. Submit the Final Screening Memo to the SAA for review prior to funds being expended.
- II. The SAA will review and notify the sub-recipient of its decision. The grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.

#### **APPROVAL PROCESS TO FEMA**

- I. Prepare a formal written Scope of Work with details outlined in the attached EHP Compliance Requirements, page 2.
- II. The Final Screening Memo should be attached to all project information sent to the Grant Programs Directorate (GPD) for an EHP regulatory compliance review.
- III. Complete the attached National Environmental Policy Act (NEPA) Compliance checklist
- IV. Prepare maps indicating the location(s) of proposed project (Guidance provided)
- V. Take photographs of the location(s) of proposed project (Guidance provided)
- VI. Forward all documents to the SAA. All documents are then forwarded to GPD electronically via the Centralized Scheduling and Information Desk (CSID) at [askcsid@dhs.gov](mailto:askcsid@dhs.gov).
- VII. CSID will send an email confirming receipt of the project description.
- VIII. FEMA Program Analyst sends notification to SAA when review is complete. SAA notifies sub-recipient of FEMA's final decision.
- IX. THE PROJECT MAY BEGIN ONCE FINAL FEMA APPROVAL IS RECEIVED. Grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements. Grantees must receive written approval from FEMA prior to the use of grant funds for project implementation.



# ATTACHMENT L

## MANDATORY CONTRACT PROVISIONS

### Provisions as described in Appendix II to Part

Pl. 200, App. II

2 CFR Ch. II (1-1-14 Edition)

early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

**3. Reporting—Required.** This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require.

#### G. FEDERAL AWARDING AGENCY CONTACTS) - Required

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal awarding agency should consider approaches such as giving:

i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and or email, as well as regular mail)

ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.

iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

#### H. OTHER INFORMATION—OPTIONAL

This section may include any additional information that will assist a potential applicant. For example, the section might:

i. Indicate whether this is a new program or a one-time initiative.

ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.

iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.

iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.

v. Include certain routine notices to applicants (e.g., that the Federal government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal government to the expenditure of funds).

#### APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1906, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60.1.3 must include the equal opportunity clause provided under 41 CFR 60.1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12335, 3 CFR Part. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs Equal Employment Opportunity Department of Labor."

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or

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

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

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

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

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 190.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM). In accordance with the OMB guidelines at 2 CFR 190 that implement Executive Orders 12549 (3 CFR Part 1906 Comp., p. 189) and 12689 (3 CFR Part 1906 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12540.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1332)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

#### APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

##### A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1. Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

##### 1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B. Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

##### 2. Criteria for Distribution

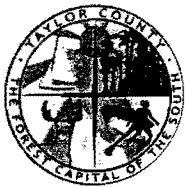
a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B. Identification and assignment of indirect (F&A) costs, to

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Public Hearing for Pudding Creek Mud Bog Special Event

**MEETING DATE REQUESTED:**

January 19, 2016

**Statement of Issue:** Board to hold public hearing to consider approval of a Mud Bog Special Event application.

**Recommendation:** Hold public hearing

**Fiscal Impact:** Increase in tourism

**Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Planning Staff received an application from the Pudding Creek Mud Bog to hold a Mud Bog Special Event on January 29-31, 2016. The event is scheduled to take place at the Pudding Creek Mud Bog site located at 6519 S. Red Padgett Road. Section 10-65 of the Code of Ordinances requires that special events with attendance greater than 1,000 must be approved by the County Commission at a public hearing. The application reflects that attendance is anticipated to meet the public hearing criteria.

**Options:**

1. Approve the application.
2. Deny the application.

**Attachments:**

1. Copy of application and associated documents.
2. Copy of legal public hearing notice.

**LEGALS**

**NOTICE OF PUBLIC HEARING  
PURSUANT TO SECTION 10-65,  
TAYLOR COUNTY CODE OF  
ORDINANCES  
(ORDINANCE NO. 2001-12)**

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Tuesday, January 19, 2016, at 6:00 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS

1 PERMIT (MUD-BOG) to be held on January 29-31, 2016, from 7:00 a.m. to 5:00 p.m. The event will be held at the Pudding Creek Mud Bog site located at 6519 S. Red Padgett Road, Perry, Florida. The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

BY ORDER OF THE BOARD OF  
COUNTY COMMISSIONERS, Taylor  
County, Florida.

1/8

## Taylor County Planning Department Receipt

850-838-3500 Ext 1

Applicant John H. Wright Fee 250.00  
Owner Same Type Mud Bog  
Address 6519 S. Red Padgett H.  
Nature of Receipt Mud Bog Date 1-29/1-30/1-31-16

Paid By ☒ Cash ☐ Check # \_\_\_\_\_

Received By [Signature]

PLANNING DEPARTMENT PERSONNEL

DATE 12-15-15

**NOTICE OF PUBLIC HEARING  
PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES  
(ORDINANCE NO. 2001-12)**

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Tuesday, January 19, 2016 at 6:00 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on January 29-31, 2016 from 7:00 a.m. to 5:00 p.m. The event will be held at the Pudding Creek Mud Bog site located at 6519 S. Red Padgett Road, Perry, Florida.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.

## MUD BOG CHECKLIST

EVENT NAME: PUDDING CREEK MUD BOG

1.	APPLICANTS NAME
2.	PHYSICAL LOCATION
3.	LEGAL DESCRIPTION
4.	WAIVER FROM ADJOINING PROPERTY OWNERS
5.	DATE & HOURS OF EVENT
6.	MAXIMUM ATTENDANCE
7.	SECURITY STATEMENT
8.	AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature)
9.	MAP OF PROPERTY
10.	PROPERTY WITHIN 660 FEET OF EVENT
11.	LOCATION OF PARKING
12.	LIST OF OWNERS WITHIN 660 FEET
13.	OWNER STATEMENT
14.	HOLD HARMLESS & ENTRY CONSENT STATEMENT
15.	WASTE HAULER STATEMENT
16.	INSURANCE STATEMENT
17.	SANITARY FACILITY PROVIDER STATEMENT

MALCOLM PAGE District 1	JIM MOODY District 2	JODY DEVANE District 3	PAM FEAGLE District 4	PATRICIA PATTERSON District 5
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# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk  
P. O. Box 620, Perry, FL 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

JACK BROWN, County Administrator  
201 E. Green Street, Perry, FL 32347  
(850) 838-3500, extension 6 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney  
P.O. Box 167, Perry, FL 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

## APPLICATION FOR SPECIAL EVENT PERMIT

FEE: \$250.00

PERMIT TYPE: MUD BOG

DATE: 12-20-15

APPLICANT NAME: John Knight

MAILING ADDRESS: 6580 Hwy 19 South Perry Fla 32348

PROPERTY OWNER: Eldon Sadler

PROPERTY ADDRESS: 6519 South Red Padgett Rd

PHONE#: 850 371-2525 PARCEL #: 8608-300

### PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- |                               |                        |
|-------------------------------|------------------------|
| 1. <u>Foley Land + Timber</u> | 2. <u>Dan Simmons</u>  |
| 3. <u>LESSIE L CRUCE</u>      | 4. <u>ERNEST Houck</u> |
| 5. <u>JOE BROCK</u>           | 6. <u>Eldon Sadler</u> |
| 7. <u>FLOYCE POSEY</u>        | 8. _____               |

EVENT DATE(S):	START: <u>1-29-16</u>	END: <u>1-31-16</u>
EVENT DATE(S):	START: _____	END: _____
EVENT DATE(S):	START: _____	END: _____
EVENT DATE(S):	START: _____	END: _____

HOURS OF OPERATION: START: 7:00 AM END: 5:00 P.M

EXPECTED ATTENDANCE: 1,000 MAXIMUM ATTENDANCE: \_\_\_\_\_

SECURITY PROVIDER: SHERIFFS OFFICE \_\_\_\_\_ PRIVATE SECURITY ☒

(Attach statement from provider)

SANITARY FACILITIES PROVIDER: Howdy's

SOLID WASTE CONTRACTOR: Waste Pro



## ATTACH THE FOLLOWING

1. Exact location, legal description, area and shape of all lands used for parking or other incidental uses.
2. Exact location, legal description, area and shape of the land on which the event will take place.
3. Sworn statement from security provided, if other than Taylor County Sheriff's Department.
4. Statement as to what medical / ambulance services will be provided. (Agreement with DMH-EMS must contain signature of hospital CEO).
5. Copy of, or Statement of intent to issue, \$1,000,000.00 Insurance Policy.
6. Copy of Contract for Solid Waste Disposal.
7. Copy of Contract for Sanitary Waste Disposal.
8. Written consent allowing entry at any time during the event by any County or State Officer in the performance of his or her duties.
9. Four copies of a map drawn to scale of at least 1" = 400', showing:
  - a. Property location;
  - b. Location of highways, roads, lots and lands within 660 feet activity;
  - c. Location of parking area and all incidental uses;
  - d. All interior access ways;
  - e. Access to the property;
  - f. Location of toilet, medical, and drinking facilities.
10. Proof of ownership of the property, or an agreement signed by the property owner permitting such use of the property.
11. Signed waiver from all property owners within 660 feet of the activity.

SPECIAL EVENT WAIVER

DATE: April 1 2015

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from April 1<sup>st</sup>, 2015 through MARCH 31<sup>st</sup>, 2018.

Ernest A. Houck

Print Name

Ernest A. Houck

Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: April 1, 2015

TWO EVENTS PER YEAR Q.S.

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from April 1, 2015 through MARCH 31, 2018.

Dan Simmons

Print Name

Dan Simmons

Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: April 1, 2015

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from April 1, 2015 through march 31, 2018.

Walter J. Brock

Print Name

Walter J. Brock

Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: April 1 2015

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from April 1 2015, 2015 through March 31 st, 2018

Foyce Posey  
Print Name

Foyce Posey  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: 5/12/2015

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property during  
the next twelve months.

Travis McCoy  
Print Name

Travis McCoy  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: 5-31-2015 Thru 5-31-2018

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Lessie Colard  
Print Name

Lessie Colard  
Signature

\*\*\*\*\*



December 15, 2015

Taylor County Board of County Commissioners  
Park and Recreation Department  
201 East Green Street  
Perry, Florida 32347

Re: Confirmation to provide private security

This letter is to serve notice that Guardians LLC, B1400294 / DS150019, is contracted with Pudding Creek Mud Bogg, proprietor John Knight, to provide nine private licensed security officers, armed and unarmed, for internal security for a mud bog event scheduled January 29, 30 & 31 2015 at 6519 South Red Padgett Rd Perry, Florida 32347.

Timothy Nagy  
Associate Director

GUARDIANS LLC  
850-251-9044



*A partnership with Tallahassee Memorial HealthCare*  
*Doctors Memorial Hospital - Emergency Medical Services*

Date: 12/29/2015

From: Albert "Mac" Leggett  
EMS Director

To: Mary Knight  
Event Coordinator

Ref: Puddin Creek Mud Bogs

This letter is to verify that Doctor's Memorial Hospital EMS will provide ambulance coverage to "Puddin Creek Mud Bogs" on the following dates in 2016:

Jan 29th	9am-5pm
Jan 30th	9am-5pm
Jan 31 <sup>st</sup>	9am-12 (noon)

This coverage will include a dedicated unit for the duration of each event. The cost of EMS services is \$100 per hour. No afterhours coverage is requested.

Please feel free to contact me if you have any questions.

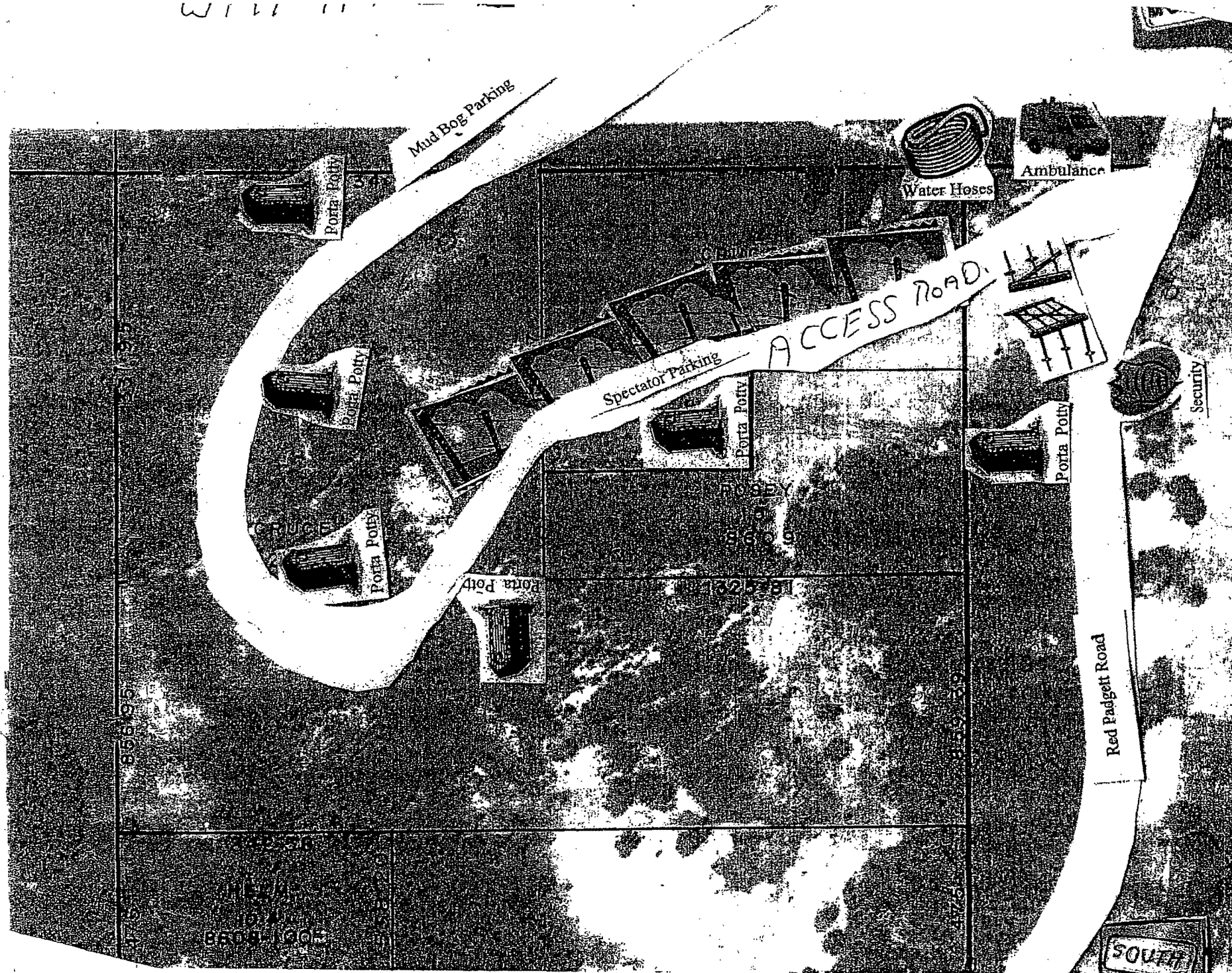
Sincerely,

A handwritten signature in black ink, appearing to be "Mac", with a long, sweeping horizontal line extending to the right.

Albert "Mac" Leggett  
EMS Director  
Doctors Memorial Hospital

(850) 584-2227

W 111 111 111 111 111



**ADJOINING PROPERTY PROTECTION AGREEMENT**

I ELDON SADLER, owner of the property described as follows:

Address: South Red Padgett Rd

Section: 21 Township: 05 Range: 08 Parcel#: 08608-300

I agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant/owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event on the 1-29<sup>th</sup> 31 day of JAN, 2016, not been held.

The owner of the property and the applicant for the event must sign this agreement, and by signing same I warrant ownership of said property.

DATED this 20<sup>th</sup> day of DEC, 2015

Chris Hathcock  
WITNESS

William Bryant  
WITNESS

Eldon Sadler  
OWNERS NAME

John Knight  
APPLICANT'S NAME

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared Eldon Sadler + John Knight to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 20<sup>th</sup> day of DEC, 2015.



NOTARY PUBLIC

My Commission Expires:

John Joseph Rodgers

**RELEASE AND HOLD HARMLESS AGREEMENT**

I Eldon Sadler, owner of the property described as follows:

Address: South Red Padgett Rd

Section: 21 Township: 5 Range: 8 Parcel#: 08608 - 300

Agree to hold harmless and indemnify Taylor County and the Sheriff, as well as the Board of County Commissioners, all County employees, agents, appointees, and designees from any and all manner action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever, which may result from or be in any way connected or related to the event on the 29<sup>th</sup> 31 day of JAN., 20 16

This right of ingress and hold harmless must be signed by the owner(s) of the property and by signing same I warrant ownership of said property.

DATED this 30<sup>th</sup> day of DEC, 20 15

Chris Hawthorn  
WITNESS

Eldon Sadler  
OWNERS NAME

William R. Grant  
WITNESS

OWNERS NAME

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared Eldon Sadler, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 20<sup>th</sup> day of DEC, 20 15



John Joseph Rodgers  
NOTARY PUBLIC  
My Commission Expires:



Waste Pro

PH 850-561-0800

FX 850-531-0800

ACCOUNT #

026160

Pudding Creek mud Bogg

# PARTICIPANT MEMBER DECLARATION CERTIFICATE

On Behalf of a Participating Member in a Group Master Contract

Page 1 of 2

This Declaration Certificate is not an insurance coverage contract—it represents an outline of the coverage provided by the Master Coverage Contract. Coverage is limited by and restricted to benefits provided under the Master Coverage Contract issued to the Named Insured Association Purchasing Group and is subject to the laws of the State of Utah.

The Policy is to be issued under the authority of the Risk Retention Act of 1986, Public Law 97-45 (the "Act"). Your Risk Retention Purchasing Group may not be subject to all or any of the insurance laws and regulations of your state. State insolvency guaranty funds are not available under the Act because the Act arises from and is governed by federal law and not state law.

Master Coverage Contract No.: LSE0193      Certificate No.: 15060001      Unique Market Reference No.: B0618UB14A121A  
Insurance Company: Certain Underwriters at Lloyd's, London/Prime Insurance Company (IL) - (as per attached Supplemental Declarations RAP-99-08)

Policy Period:      From Effective Date: 6/4/2015      To Expiration Date: 6/4/2016      Retroactive Date: 6/4/2015  
(All dates (12:01 a.m.) of the physical address of the Insured.)

Master Coverage Contract Holder and Named Insured: International Special Events and Recreation Association, Inc. A Risk Retention 'Purchasing Group' filed under the Risk Retention Act of 1986 - Public Law 97-45.

Address:: P.O. Box 469  
Sandy, UT 84091-0469

**Participating Member and Physical Address:**

The Original Pudding Creek Mud Bog  
6580 Us Highway 19 S  
Perry, FL 32348

**Mailing Address:**

Same

Customer No.: R02-127340

Net Premium:	\$6,083.00
Underwriting and Coverage Contract Management Service Provider Fee	\$973.28
Inspections, Audit, Claims and Legal Service Provider Fee	\$425.81
Association Management Service Provider Fee	\$85.16
Countersignature and Representative Service Provider Fee	\$468.39
Program Administrator Service Provider Fee	\$1,332.18
Taxable Coverage Charge:	\$9,367.82
State Taxes:	\$468.39
SLSC:	\$16.39
Total Coverage Charge:	\$9,852.60

100 % Premium Earned at Inception

Description of coverage afforded hereunder: ISERA Commercial Liability Excl Prod and Ops

Endorsements and forms afforded to this policy: LAP-99-09, PAP-99-06, RAP-99-08, RCL-00-01, RAP-99-10, RCL-99-23, RAP-99-13, ROG-99-29 RAP-99-07 RAP-99-35 RAP-99-16 RCL-99-03

Service of Suit is to be made upon: Mendes and Mount, LLP, 750 Seventh Avenue, New York, NY 10019-6829.

Issuing Office: Evolution Insurance Brokers, LLC.  
8722 South Harrison St.  
Sandy, UT 84070

Address Notice of Claims to: Claims Direct Access (CDA)  
8722 South Harrison St.  
Sandy, UT 84070

# PARTICIPANT MEMBER DECLARATION CERTIFICATE

On Behalf of a Participating Member in a Group Master Contract

Page 2 of 2

## Commercial Liability

\$100,000 Per Person  
\$1,000,000 Per Accident

\$2,000,000 Policy Aggregate

Line Premium: \$6,083

\$2,500 Bodily Injury Liability SIR  
\$2,500 Property Damage Liability SIR

### Form Type:

☒ Claims Made ☐ Occurrence

### Completed Operations:

☐ Include ☒ Exclude

### Products:

☐ Include ☒ Exclude

Limitations: The Certificate provides coverage for only those activities and operations otherwise covered under the Certificate as listed below and for which a specific coverage charge has been paid.

Classification and Description of activities and operations	Code No.	Basis of Coverage Charge
Land owned in connection with scheduled operations	45540	Acres
Special Event Liability - Mud Bogs Only	48308	Annual Gross Receipts
Special Event Liability - Mud Bogs Only - Per Event	48308	Number of Units
Additional Insured Endorsement - Scheduled	81212	Number of Units

### Loc.No. Address

1 6580 Us Highway 19 S Perry, FL 32348

### SANCTION LIMITATION AND EXCLUSION CLAUSE


No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10 LMA3100

Insured Name: The Original Pudding Creek Mud Bog

Issuing Date: 6/5/2015

"This insurance policy is being issued by an insurer that may not be licensed by the state insurance department in this state and may not be subject to this state's supervision and may not be protected in the event of the insolvency of the insurer by this state's guaranty or security fund. This policy issued may not be subject to any or all of the regulations of this state's insurance department pertaining to policy form."



Rick J. Lindsey - P000663

8722 South Harrison Street, Sandy, UT 84070

This insurance is issued pursuant to the Florida surplus lines law. Persons insured by surplus lines carriers do not have the protection of the Florida insurance guaranty act of the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.



Authorized Representative



International Special Events and Recreation Association, Inc.  
P.O. Box 459, Sandy, UT 84091-0459  
Phone: 1-800-321-3493 • Fax: 1-800-665-9011  
Website: www.insurefun.com  
E-mail: isera@insurefun.com

**Commercial Liability**

\$100,000 Per Person  
\$1,000,000 Per Accident

\$2,500 SIR\_EI  
\$2,500 SIR\_FD

Products: ☐ Include ☒ Exclude  
Completed Ops: ☐ Include ☒ Exclude  
Form Type: ☒ Claims Made ☐ Occurrence

\$2,000,000 Aggregate

**Limitations:** The Policy provides coverage for only those activities and operations otherwise covered under the Policy as listed below and for which a specific coverage charge has been paid.

Classification and Description of activities and operations	Code No.	Basis of Coverage Charge
Land owned in connection with scheduled operations	45540	Acres
Special Event Liability - Mud Bogs Only	48308	Annual Gross Receipts
Special Event Liability - Mud Bogs Only - Per Event	48308	Number of Units: 2
Additional Insured Endorsement - Scheduled	81212	Number of Units: 1

Log No. Address  
1 5580 Us Highway 19 S Perry, FL 32318

**Optional Limits:** Limits and charges for non liability coverage would remain the same (Premium does not include fees or taxes).

- Option # 2 Per Person : 250,000 / Per Accident: 1,000,000 / Aggregate: 2,000,000 Premium: \$16,150.58  
Other: / Other: / Other.
- Option # 3 Per Person : 500,000 / Per Accident: 1,000,000 / Aggregate: 2,000,000 Premium: \$23,289.21  
Other: / Other: / Other.
- Option # 4 Per Person : 1,000,000 / Per Accident: 1,000,000 / Aggregate: 2,000,000 Premium: \$30,112.43  
Other: / Other: / Other.

**Other Coverages Available:** (Additional underwriting required and an increase in premium, if accepted)

Limited Terrorism Coverage - see Claims Warranty form.

Retroactive Coverage - see Claims Warranty form.

PERSONAL GUARANTEE

RAP-99-35

**Coverage provided under the Coverage Contract is contingent on the following:**

I hereby agree that I will be personally responsible for any unpaid premiums and/or Self Insured Retentions (SIRs) payable under the Coverage Contract. I acknowledge and agree that my obligation to pay such amounts will not be diminished or otherwise altered by a change in ownership or management of the insured entity, or by bankruptcy, dissolution, insolvency or any other change with respect to the Company. All such amounts shall be paid within fifteen (15) calendar days of written notice provided to me by the insurer. In the event such amounts are not paid within that time, I acknowledge and agree that I will be responsible for all collection costs, including reasonable attorney fees.

PRINT NAME: John Knight

SIGNATURE: John Knight DATED: 5/29/15

JOB TITLE/CAPACITY OF SIGNOR: OWNER

**SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT**

12-21-15

TAYLOR COUNTY BOARD OF COMMISSIONERS

ATTEN: PERMIT DEPARTMENT

RE: \*PUDDIN CREEK MUD BOGG\*

LOCATION: S. RED PADGETT ROAD  
JANUARY 29-30

THIS LETTER IS TO INFORM YOU THAT WE ARE PROVIDING PORTABLE  
TOILETS @ THE ABOVE MENTIONED EVENT.

WE WILL PROVIDE SERVICE OF UNITS EACH DAY OF THE EVENT. WE WILL  
DELIVER UNITS THE DAY BEFORE THE EVENT STARTS, AND PICKUP ON  
MONDAY AFTER EVENT ENDS.

IF YOU SHOULD HAVE ANY QUESTIONS REGARDING THIS MATTER, PLEASE  
CONTACT ME @ (850) 656-8633.

THANK YOU,

KELLEY A. JENKINS (OWNER)

E-Mail: [howdys@howdysrentatoilet.com](mailto:howdys@howdysrentatoilet.com)

Web: [howdysrentatoilet.com](http://howdysrentatoilet.com)

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND APPROVE A REQUEST FOR PROPOSALS (RFP) FOR A VOTING TABULATION SYSTEM, HARDWARE AND SOFTWARE, FOR THE SUPERVISOR OF ELECTIONS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

JANUARY 19, 2016

**Statement of Issue:**

FEDERAL AND STATE LAW DICTATE THE TYPE OF VOTING EQUIPMENT CERTIFIED FOR USE IN THE STATE OF FLORIDA. TAYLOR COUNTY'S VOTING EQUIPMENT MUST BE REPLACED IN ORDER TO COMPLY WITH STATE AND FEDERAL STATUTE. GRANT MONEY IS AVAILABLE TO HELP WITH SUCH PURCHASE IF MADE PRIOR TO JUNE 1, 2016.

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

**TAYLOR COUNTY, FLORIDA**  
**REQUEST FOR PROPOSALS**  
**VOTING TABULATION SYSTEM**  
**HARDWARE AND SOFTWARE**  
**SUPERVISOR OF ELECTIONS**

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Board of County Commissioners

Malcolm Page, District 1

Jim Moody, District 2

Jody DeVane, District 3

Pam Feagle, District 4

Pat Patterson, District 5

Dustin Hinkel

County Administrator

Clerk of the Circuit Court  
Annie Mae Murphy

Dana Southerland  
Supervisor of Elections

January 2016

PREPARED BY:

Dustin Hinkel

# **PART 1 – BIDDING REQUIREMENTS**





## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

DUSTIN HINKEL, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids for Voting Tabulation System Hardware and Software. The Board seeks to replace its current Voting Tabulation System Hardware and Software with equipment that will be compliant with Chapter 101.56075, Florida Statutes.

Qualified firms or individuals desiring to provide the required products must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Bid for Voting System**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on Friday, March 18, 2016. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:00 P.M. local time, or as soon thereafter as practical, on Tuesday, March 22, 2016, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Bid information may be obtained on-line at <http://www.taylorcountygov.com/Bids/Index.htm>.

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Taylor County Administrative Department  
201 East Green Street  
Perry, FL 32347  
(850) 838-3500

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

# INSTRUCTIONS TO BIDDERS

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## ARTICLE 1 - DEFINED TERMS

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1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this solicitation will be the *Taylor County Clerk of Courts located at 1<sup>st</sup> Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL*. Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL*.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Owner* -- Taylor County Board of County Commissioners
- D. *Solicitation Manager* -- The person responsible for managing the solicitation process, documents and questions. The Solicitation Manager will be the Taylor County Administrative Department.
- E. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

## ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

---

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Solicitation Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Solicitation Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

---

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business Licensing/Registration Information]

3.02 To demonstrate Bidder's qualifications to provide Equipment (Hardware and Software), Bidder shall submit a sworn certification that the voting system, voting system component, or voting system upgrade being offered has been certified by the Florida Division of Elections pursuant to Chapter 101.294(5), Florida Statutes.

## **ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

---

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the equipment/products/supplies;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the equipment/products/supplies;

D. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the requested equipment/products/supplies.

## **ARTICLE 5 - SITE AND OTHER AREAS**

---

5.01 The Site(s) is/are identified as the Supervisor of Elections office and the Supervisor's voting equipment storage facility (both) located at Perry, Florida.

## **ARTICLE 6 - INTERPRETATIONS AND ADDENDA**

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6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Solicitation Manager in writing. Interpretations or clarifications considered necessary by the Solicitation Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Solicitation Manager as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Solicitation Manager.

## **ARTICLE 7 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

---

7.01 The award will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Bidder if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Bid award.

## **ARTICLE 8 - PREPARATION OF BID**

---

8.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained on-line or from the Issuing Office.

8.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

8.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8.04 A Bid by 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 shown below the signature.

8.05 A Bid by a 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 below the signature.

8.06 A Bid by an individual shall show the Bidder's name and official address.

8.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

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

8.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

8.10 The address and telephone number for communications regarding the Bid shall be shown.

8.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

## ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS

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### 9.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount [added to] [or] [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

## ARTICLE 10 - SUBMITTAL OF BID

---

10.01 An unbound copy of the Bid Form is to be completed and submitted with the following data:

- [A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) ]
- [B. Non-Collusion Affidavit]
- [C. Valid Business Licensing/Registration Information

10.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Solicitation title (and, if applicable, the designated portion of the Solicitation for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "*Sealed Bid for Voting Equipment*." Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

10.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

10.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

10.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

## ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID

---

11.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

11.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

## **ARTICLE 12 - OPENING OF BIDS**

---

12.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

---

13.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 14 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

---

14.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

14.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

14.03 More than one Bid for the same products from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

14.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

14.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Suppliers, Equipment manufacturers and other individuals included as part of the bid package.

14.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Solicitation.

14.07 In evaluating Bids, Owner reserves the right to ask for additional information up to and including an in-person, on-site demonstration of the equipment.

14.08 In evaluating Bids, Owner reserves the right to consider the response time for any service request that might be placed for the equipment.

14.09 In evaluating Bids, Owner reserves the right to consider any proposed legislation, rules or directives, both State and Federal, which might affect the future value of the equipment and/or software being offered by the Bidder.

## ARTICLE 15 - SALES AND USE TAXES

---

15.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

15.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

# BID FORM

## Voting System

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ARTICLE 4 – FURTHER REPRESENTATIONS .....	8
ARTICLE 5 – BASIS OF BID .....	9
ARTICLE 6 – TIME OF COMPLETION .....	9
ARTICLE 7 – ATTACHMENTS TO THIS BID .....	9
ARTICLE 8 – DEFINED TERMS .....	10
ARTICLE 9 – BID SUBMITTAL .....	10

#### **ARTICLE 1 - BID RECIPIENT**

**1.01** This Bid is submitted to:

*Taylor County Board of County Commissioners  
Via the Clerk of Court  
1<sup>st</sup> Floor Courthouse, Suite 102  
108 North Jefferson St.  
Perry, Florida 32347*

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to provide products/equipment/supplies that fully meet all specifications outlined in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS**

**2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 - BIDDER'S REPRESENTATIONS**

**3.01** In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
---------------------	----------------------

_____	_____
_____	_____



- B. Bidder has visited or is familiar with the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the equipment/products/supplies.
- D. Bidder has given Solicitation Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Solicitation Manager is acceptable to Bidder.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the equipment/products/supplies for which this Bid is submitted.
- F. Bidder will submit written evidence of its authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

#### **ARTICLE 4 - FURTHER REPRESENTATIONS**

**4.01** Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

## ARTICLE 5 - BASIS OF BID

- 2.01** Bidder will provide the requested equipment/products/supplies in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price for  
Voting System including  
Delivery, installation and  
Testing. Initial warranty and  
licenses are to be included.

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (numerals)

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (numerals)

Cost of Support beyond the  
initial Scope of Work.

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (numerals)

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (numerals)

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (numerals)

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (numerals)

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (numerals)

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (numerals)

Bidder also acknowledges that the award of this solicitation or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the solicitation in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions.

## ARTICLE 6 - TIME OF COMPLETION

- 6.01** Bidder agrees that the equipment/products/supplies will be delivered and ready for final payment (or initial payment in the case of a lease) on or before the dates or within the number of calendar days indicated in the Bid.

## ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01** The following documents are attached to and made a condition of this Bid:

Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.

Non-Collusion Affidavit

Valid Business Licensing/Registration Information

**ARTICLE 8 - DEFINED TERMS**

**8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

**ARTICLE 9 - BID SUBMITTAL**

**9.01** This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in FLORIDA is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. (If applicable)

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(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: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity  
name above is \_\_\_\_\_.

4. 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 with 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.

5. 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 or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. 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 in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions 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.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

(STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or Agent)  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

STATE OF \_\_\_\_\_, (COUNTY OF \_\_\_\_\_)

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared (Name(s) of individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

NOTARY PUBLIC:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or type as commissioned)

\_\_\_\_\_  
Personally known to me, or

\_\_\_\_\_  
Did take an oath, or

\_\_\_\_\_  
Personal identification:

\_\_\_\_\_  
Did Not take an oath.

\_\_\_\_\_  
Type of Identification Produced

COUNTY OF: \_\_\_\_\_

## **PART 2 – EQUIPMENT SPECIFICATIONS**



## **SCOPE OF WORK**

It is the objective of the Taylor County Supervisor of Elections to provide the voters of Taylor County with an accurate, user friendly and cost effective election system that provides uniform and non-discriminatory election technology while meeting the voting standards set forth in Florida Statutes, specifically Chapter 101.56075, F.S. The Voting System shall be used to conduct all aspects of elections in Taylor County including, but not limited to, absentee voting, early voting and Election Day voting beginning with the next scheduled election in Taylor County following the 2016 Presidential Election which would be the Primary in 2018. The purchase and installation, including testing and training, of the new Voting System must meet such timeline.

The Taylor County electorate is comprised of 12,720 (1/12/2016) registered voters who vote in 14 polling places. The voter registration system utilized by the Supervisor of Elections is VR Systems. The Supervisor's office is currently within the Taylor County Courthouse and the voting equipment is stored offsite in a metal building located on the compound of the Taylor County Road Department. The building is under the direct control of the Supervisor of Elections and is climate controlled.

The successful Bidder shall provide a Turnkey Solution with the necessary components for the operation of a vote tabulation system consisting of the hardware, software and associated equipment along with provisions for the ongoing on-site warranty repair and maintenance and technical support in accordance with specifications and provisions herein referred to. The expectation is the solution shall encompass system delivery, installation, configuration, integration, testing, implementation, and on-site training; as well as, a mutually agreed upon time period of direct election support.

### **Precinct Tabulation Hardware and Software**

Bidder shall state in writing a complete description of its proposed Precinct Tabulation Hardware and Software equipment, including the size of memory cards, all products included with the tabulation hardware and software system. Bidder will describe in detail how the equipment complies with Chapter 101.56075 (3), Florida Statutes. Bidder may also be asked to demonstrate the proposed equipment to the Bid Committee at a location to be selected by the Supervisor of Elections.

Bidder must state in writing within the Bid submission that all proposed equipment and software has or will be certified in accordance with section 101.015, Florida Statutes, no later than the award of the contract and will be available for delivery to the Supervisor of Elections on or before March 1, 2016, or a date determined by the County as date of contract award. In the event that Bidder fails to meet this requirement after award is made, award may be rescinded, and the County or Supervisor of Elections will not be liable for any costs, demands, claims, or any other charges or associated costs incurred by the Proposer.

The Supervisor of Elections requires (18) eighteen Precinct Level Tabulators capable of allowing all voters, including ADA voters, to vote on the same piece of equipment. The equipment must be able to meet the 2020 ADA voting equipment requirements. It is the intent of the Supervisor of Elections to protect the secrecy of the ballot for those voters with a disability as much as possible.

In addition to the above, the Supervisor of Elections requires (2) two Precinct Level Tabulators to count absentee ballots and to facilitate Early Voting.

The Supervisor of Elections requires (20) twenty Ballot Boxes or proposed amount sufficient for proposed equipment and voting environment.

The Supervisor of Elections requires (20) twenty sets of any required ADA accessories for Precinct Level Tabulators.

The Supervisor of Elections requires the following:

Adequate memory media to have two (2) full elections programmed for all equipment without having to erase cards.

All necessary equipment for modem transmission of results.

Any required devices for technical operations or supervisor functions for precinct tabulation.

Warranties and Licenses for equipment and software and an indication of the expiration dates of the licenses and warranties. Bidder will identify any third party software/firmware. Bidder must state in writing that they are able to provide annual on-site maintenance and software/firmware licensing after the initial warranty and software/firmware license. At a minimum, initial warranty and licenses to extend to July 1, 2020, (if purchased directly) or during the entire contract (if leased) and to include any State Certified upgrades or other changes to EMS or equipment software. Any deviation from this date must be clearly specified in the submitted Bid Documents.

Bidder shall detail in writing how the election management system works, the minimum hardware requirements and any other accessories or equipment necessary for the proposed equipment.

Bidder must state in writing the amount of telephone support that it will provide for its equipment, and the limits upon such support.

The Supervisor of Elections requires all software licenses needed for the servers to operate the voting system and process results. The Supervisor of Elections requires the hardware and software to allow for up to (4) four incoming results transmissions at one time.

The Supervisor of Elections requires the necessary servers (Rack style preferred) needed to program ballots, program equipment and accessories, receive results, and produce reports to comply with Florida laws and Regulations including:

Logic and Accuracy Testing (101.5612, F.S.)

Upload of Early and Absentee ballots (102.141(4), F.S.)

Reporting of incremental results on Election Night, as well as, 1<sup>st</sup> and 2<sup>nd</sup> Unofficial results as needed (102.141, F.S.)

Reporting of Official Election Results (102.112, F.S.)

Reporting of Over and Under votes (101.595, F.S.)

Reporting of precinct level results (98.0981, F.S.)

Other reports as required by the State of Florida

Firewall and security protection that do not expose the EMS server system to the general County or any other non-Supervisor of Elections network. (Currently, the Supervisor of Elections is not connected to any non-Supervisor of Elections network.)

Additional accessories, supplies, or consumables necessary for the functional use of the Voting System, in the course of an election and for routine maintenance or emergency services.

**Preparation for and delivery of Voting System:**

Include the positions and contact information for those who will approve, facilitate and support the purchase, delivery, installation and testing of the Voting System.

Within 90 days of the awarding of a contract and its execution, or at a mutually agreed upon time, the successful Bidder shall conduct a survey of the Supervisor of Elections' existing environment and identify outstanding issues that may hinder a successful installation of the Voting System and provide recommendations on how to resolve them prior to receipt of the Voting System.

Within 90 days of the awarding of a contract and its execution, or at a mutually agreed upon time, the successful Bidder shall begin assisting the Supervisor of Elections in development of acceptance testing procedures in compliance with Florida Voting System Standards (FVSS) and as approved by the Supervisor of Elections. The successful Bidder will provide adequate staff and associated documentation and materials to facilitate unpacking and acceptance testing.

The successful Bidder will configure the components of the EMS on the hardware platform and provide skills transfer to Supervisor of Elections and staff. Included will be the integration of the EMS into the Supervisor of Elections environment including closed network configurations and receipt of result transmissions, as well as providing information on best practices and procedures for maintaining EMS security.

The successful Bidder will assist the Supervisor of Elections with developing procedures and materials for logic and accuracy testing of the Voting System in compliance with Florida Statutes. In addition, Bidder will provide all product documentation in electronic format for the components of the Voting System and for all user levels, i.e., administrator, technical, operator, and poll worker.

The Successful Bidder will advise the Supervisor of Elections concerning any special criteria to be considered in the selection of polling places for pre-election delivery of the equipment, proper operation of the equipment and transmission of results.

As the Supervisor of Elections utilizes VR Systems for voter registration, the successful Bidder will advise on how to interface with any VR Systems application modules.

Bidder shall state in writing and in detail the amount and manner of field support training for two elections, to be provided prior to the elections, and on the day of elections.

Bidder will provide costs associated with conducting a county-wide mock election.

The Bidder will provide costs associated with on-site training of Supervisor of Elections staff on all levels of the Voting System required to conduct elections and train poll workers including materials to be used for each level of staff training. Bidder shall allow duplication of any training materials for the purpose of staff training and poll worker training.

The Bidder will provide costs associated with providing voter education materials in digital reproducible format on the Precinct Tabulators and any accessibility devices relating to the methods used to cast a ballot and to have a ballot tabulated.

The Bidder will provide costs associated with using a vendor-specified ballot printing service; however, nothing in any contract shall require the Supervisor of Elections to use a specific vendor for ballot printing services. The Successful Bidder will provide costs associated with

certifying a ballot-printing vendor of the Supervisor of Elections' choosing. Nothing in any contract between the Successful Bidder and the Supervisor of Elections shall imply any penalty in costs of goods or services associated with the Supervisor's choice of ballot printing service.

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**



**THE BOARD TO DISCUSS AND CONSIDER APPROVAL OF A REQUEST TO FUND A DESIGN FOR A NEW COMMUNITY CENTER IN SHADY GROVE, AS AGENDAED BY COMMISSIONER PAM FEAGLE**

**MEETING DATE REQUESTED:**

JANUARY 19, 2016

**Statement of Issue:** THE BOARD TO CONSIDER APPROVAL OF FUNDING TO DESIGN A NEW COMMUNITY CENTER IN SHADY GROVE.

**Recommended Action:** APPROVAL

**Fiscal Impact:** \$12,000

**Budgeted Expense:** NO

**Submitted By:** COMMISSIONER PAM FEAGLE

**Contact:**

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** AT THE BOARD'S MEETING ON JANUARY 4, COMMISSIONER PAM FEAGLE REQUESTED THAT STAFF ADD TO THE JANUARY 19 AGENDA AN ITEM TO FORMALLY APPROVE THE TASK OF DESIGNING A NEW COMMUNITY CENTER AND FUNDING TO PERFORM SUCH TASK.

**Options:** APPROVE  
DENY

**Attachments:**

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

### ***County Commission Agenda Item***

**SUBJECT/TITLE:**

**THE BOARD TO DISCUSS AND CONSIDER APPROVAL OF FUNDING THE CONSTRUCTION OF A NEW SHADY GROVE COMMUNITY CENTER FROM THE FUND FOR CAPITAL IMPROVEMENTS AS SOON AS THE DESIGN IS COMPLETE AND APPROVED, AS AGENDAED BY COMMISSIONER PAM FEAGLE**

**MEETING DATE REQUESTED:**

JANUARY 19, 2016

**Statement of Issue:** THE BOARD TO CONSIDER APPROVAL OF FUNDING TO CONSTRUCT A NEW COMMUNITY CENTER IN SHADY GROVE.

**Recommended Action:** APPROVAL

**Fiscal Impact:** APPROXIMATELY \$200,000.00

**Budgeted Expense:** NO

**Submitted By:** COMMISSIONER PAM FEAGLE


**Contact:**

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** AT THE BOARD'S MEETING ON JANUARY 4, COMMISSIONER PAM FEAGLE REQUESTED THAT STAFF ADD TO THE JANUARY 19 AGENDA AN ITEM TO FORMALLY APPROVE THE TASK OF DESIGNING A NEW COMMUNITY CENTER AND FUNDING TO PERFORM SUCH TASK. AT THE CONCLUSION OF THE DESIGN PROCESS FUNDING WILL NEED TO BE IN PLACE TO BEGIN CONSTRUCTION.

**Options:** APPROVE  
DENY

**Attachments:**

<b>TAYLOR COUNTY BOARD OF COMMISSIONERS</b>	
<b><i>County Commission Agenda Item</i></b>	
<b>SUBJECT/TITLE:</b> 	Requesting Board approval of the Invitation To Bid for the rehabilitation of the home of Timothy Harrell through the Community Development Block Grant (CDBG) program.
<b>MEETING DATE REQUESTED:</b>	January 19, 2016

**Statement of Issue:** Board to review and approve the Invitation To Bid for the rehabilitation of the home of Timothy Harrell through the CDBG program.

**Recommended Action:** Approve Invitation to Bid

**Fiscal Impact:** The proposed project will be 100% grant funded.

**Budgeted Expense:** Y/N    N/A

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County currently has ten (10) CDBG housing projects underway . We will have sufficient grant funding remaining to move forward with an additional rehabilitation project with available CDBG funds. Timothy Harrell was the next qualified recipient in line on the applicant list. The Bids will be received at the March 7, 2016 Board meeting.

**Attachments:** Invitation To Bid, and Work Write Up/Bid Form

**\*\*In addition to the CDBG projects, the County also has four (4) SHIP housing rehab projects currently underway.**

**PUBLIC NOTICE TO BIDDERS  
INVITATION TO BID  
Housing Rehabilitation or Replacement  
Community Development Block Grant Program**

Taylor County will receive sealed bids from pre-qualified contractors interested in providing construction services for the County's CDBG Housing Rehabilitation Program. This project will include the rehabilitation of one (1) single family structure within the unincorporated area of Taylor County. All work is being funded in whole or in part through CDBG contract number 15DB-OJ-03-72-01-H 18.

Mandatory pre-bid conferences will be held onsite for each of the proposed projects starting February 15, 2016. The pre-bid conferences will begin at 9:00 am, outside of the Perry Foley Airport Terminal Conference Room, located at 401 Industrial Park Drive, Perry FL 32348.

Bid packages will be provided to contractors at the conference.

**SEALED Bids are to be submitted on or before March 2, 2016 at 4:00 PM to Annie Mae Murphy, Clerk of the Court (850) 838-3506. Bid envelopes are to be clearly marked as Taylor County CDBG – HR (15 DB-H 18) and display the company name and address. **All bids must be submitted in triplicate.****

Hand Delivery:           Annie Mae Murphy  
                                  Clerk of the Court  
                                  108 North Jefferson Street, Suite 102  
                                  Perry, FL. 32347

Mail Delivery:           Annie Mae Murphy  
                                  Clerk of the Court  
                                  P.O. Box 620  
                                  Perry, FL. 32347-0620

A Public Opening of the Bids is scheduled for March 7, 2016 at 6:00 PM at 201 East Green Street, Perry, Florida, 32347. Bids will be opened during a regularly scheduled Board of County Commissioners meeting.

In order to bid on a project, you must be present for the entire pre-bid conference for each household in order for that bid to be accepted by the County. For additional information on the mandatory pre-bid conferences or the list of contractors which have been pre-qualified to bid on the projects contact Ronald Vanzant of Jordan and Associates at 904-264-6203 or at [rvanzant@jordangrants.com](mailto:rvanzant@jordangrants.com).

Completion date for all projects will be one-hundred (100) days from the date the *Notice to Proceed* is presented to the successful bidder. Liquidated damages for failure to complete to project on the specified date will be set at \$100.00 per day.

**General Instructions to Bidders:**

1. Quotations:
  - a. All prices shall include all labor, supervision, materials, equipment and services necessary to satisfactorily complete the job(s).
  - b. Only firm bids will be accepted.
  - c. Bid prices must be itemized on the submitted bid form or the bid will be rejected.



2. Required Submittals:
  - a. **Insurance:** Before any bid can be accepted, a Certificate of Insurance must be attached to the bid. The Certificate of Insurance must list Taylor County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents and volunteers as a party to be notified ten (10) days before cancellation or expiration of the policy.
  - b. **Bid Tab:** A completed and signed bid tab, in compliance with the General Invitations to Bidders
3. Legal Compliance:

The bidder shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with all said laws, ordinances, rules, and regulations.
4. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, no person or affiliate on the Convicted Vendors List may, for a period up to 36 months after being placed on the list:

  - Submit a bid on a contract or request for proposals.
  - Be awarded or perform work as a contractor, supplier, subcontractor or consultant.
5. Right of Rejection:

The Taylor County Board of Commissioners reserves the right to accept or reject any and/or all bids in the best interest of Taylor County or the impacted homeowner. Bids will be awarded based on provisions listed in the adopted CDBG Housing Assistance Plan.
6. Pre-Bid Conferences:

Bidders or their representatives are required to attend the pre-bid conference for each project they wish to bid on. Failure to attend the pre-bid conference will result in automatic bid rejection, unless a waiver is approved by the County.
7. No contractor or subcontractor may participate in this work, if ineligible to receive federal or state funded contracts.
8. No contractor will be issued more than two (2) funded contracts simultaneously, unless ability to perform is proven.
9. Federal equal opportunity, civil rights, lead-based paint, and record retention requirements are applicable to work performed on this job.
10. Financing of the work will be provided in whole or in part by the CDBG-HR Program. Taylor County will act as agent for the owner in preparing contract documents, inspecting, and issuing payments. However, the contract will be between the owner and contractor. Bids, work performed, and payments must be approved by the owner and the agent.

**TAYLOR COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER / HANDICAPPED ACCESSIBLE / FAIR HOUSING JURISDICTION.**

**TAYLOR COUNTY CDBG-HR PROGRAM  
WORK WRITE-UP/BID FORM**

<b>Unit Address</b>		<b>3710 Washington Davis Rd. Perry, Fl. 32347</b>	
<b>Client ID #</b>		<b>T-12</b>	<b>Name of Resident(s)</b>
		<b>Harrell</b>	
<b>Item</b>	<b>Area</b>	<b>Description of Work</b>	<b>Bid Amount (\$)</b>
1	Interior Flooring	<p>Remove existing carpet and padding in living room and bedrooms replace with new.</p> <ul style="list-style-type: none"> <li><i>New carpet shall be level loop, textured loop, level cut pile, or level cut/uncut pile texture; have a pile thickness less than ½ inch.</i></li> <li><i>Installation of carpet shall include installation of a firm cushion, pad, or backing; fastening of exposed carpet edges to floor surfaces along with the installation of trim along the entire length of the exposed edge.</i></li> <li><i>Provide the owner with a reasonable selection of flooring options.</i></li> </ul>	
2	Kitchen	Remove existing florescent light fixture and replace with recess mounted T-8 light of equal wattage.	
3	Bedroom 2	Install new tongue and groove to replace damaged and unfinished portions. Once new tongue and groove is installed, sand, finish and seal the existing and new portions to match.	
4	Plumbing	<p>Prior to commencement of the work, snake all drain lines and perform a complete plumbing inspection.</p> <ul style="list-style-type: none"> <li><i>A detailed report, to include any observed deficiencies, shall be provided to the Home Owner, Taylor County and Jordan and Associates.</i></li> <li><i>Provide pricing option for removing existing tub and drain and proving new steel or fiberglass unit with new fixtures.</i></li> </ul>	
5	Electrical	Provide a 200 AMP service.	
6	Electrical Report	<p>Prior to commence of the work, have a licensed electrician complete an inspection of the electrical system.</p> <ul style="list-style-type: none"> <li><i>A detailed report, to include any observed deficiencies, shall be provided to the Home Owner, Taylor County and Jordan and Associates..</i></li> </ul>	
7	Septic System Report	<p>Prior to commencement of the work, pump and inspect the septic system.</p> <ul style="list-style-type: none"> <li><i>A detailed report, to include any observed deficiencies, shall be provided to the Home Owner, Taylor County and Jordan and Associates.</i></li> </ul>	

**TAYLOR COUNTY CDBG-HR PROGRAM  
WORK WRITE-UP/BID FORM**

Unit Address		3710 Washington Davis Rd. Perry, Fl. 32347		
Client ID #		T-12	Name of Resident(s)	Harrell
Item	Area	Description of Work		Bid Amount (\$)
8	Weatherization	Provide high density polyethelene solar protective screen covering to all windows.		
9	HVAC	Remove and dispose of existing HVAC unit and replace with new. <ul style="list-style-type: none"><li>• <i>New unit shall have a seer rating of at least 14.</i></li><li>• <i>Licensed Mechanical Contractor to determine tonnage of new unit.</i></li></ul>		
10	Pest Control Report	Prior to commencement of the work a licensed pest inspector shall inspect the home.The inspection will include, termites, roaches and all other types applicable: <ul style="list-style-type: none"><li>• <i>A detailed report, to include any observed damages, shall be provided to the Home Owner, Taylor County and Jordan and Associates.</i></li></ul>		
11	Insulation	Upgrade existing attic insulation by installing blown-in fiberglass insulation. <ul style="list-style-type: none"><li>• <i>Installation shall include a minimum 16" thickness of insulation or manufacturers recommended thickness to achieve a 38 R-Value.</i></li></ul>		
TOTAL				

<b>Unit Address</b>		<b>3710 Washington Davis Rd. Perry, Fl. 32347</b>		
<b>Client ID #</b>		<b>T-12</b>	<b>Name of Resident(s)</b>	<b>Harrell</b>
<b>Item</b>	<b>Area</b>	<b>Description of Work (Additives)</b>		<b>Bid Amount (\$)</b>
A1	Closet Conversion	Convert existing master bedroom closet into a full bath. Reconfigure existing walls to accommodate space for a 3'x5' steel tub, ADA toilet and 36" vanity with sink. Provide all fixtures, wall and floor finishes and paint to match existing.		

**TAYLOR COUNTY CDBG-HR PROGRAM  
WORK WRITE-UP/BID FORM**

**THIS PAGE MUST BE INCLUDED WITH THE BID FOR THE BID TO BE VALID**

All work shall be performed in accordance with the current Florida Building Code, relevant local housing codes (whichever is more stringent for each code-related item) and the County's adopted Housing Assistance Plan. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all materials/equipment/fixtures and other items removed from the dwelling unless otherwise specified herein. Disposal & debris removal will be required for all construction line items. All items must be cost itemized in the space provided or the bid will be rejected. All addendums must be signed and submitted with this bid.

Work must be completed and approved within **On hundred (100)** days of the issuance of the Notice to Proceed.

<hr/> Printed Name of Authorized Representative	<hr/> TAYLOR COUNTY Local Government
<hr/> Title of Authorized Representative	<hr/> CDBG Housing Rehabilitation Project Name
<hr/> Corporation Name	<hr/> Harrell (T-12)
<hr/> Street Address	<hr/> CDBG Contract Number
<hr/> Signature of Authorized Representative	<hr/> City, State, Zip
	<hr/> Signed Date

**OFFICIAL USE ONLY**

Date Submitted:	<hr/>
Date Accepted:	<hr/>
Bid Opened By:	<hr/>
Date Opened:	<hr/>
Prepared By:	<hr/> Robert Delaney, Housing Rehabilitation Specialist, Jordan & Associates

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve the Standard Form Of Agreement between the County and Pettibone Construction for Phase I of the Rehabilitation of the Apron at Perry Foley Airport.

**MEETING DATE REQUESTED:**

January 19, 2016

**Statement of Issue:** Board to review and approve the Standard Form Of Agreement with Pettibone Concrete Construction, Inc. in the amount of \$499,400.25 for Phase I of the rehabilitation of the concrete apron at Perry Foley Airport.

**Recommended Action:** Approve Standard Form Of Agreement

**Fiscal Impact:** The project is 100% grant funded with FAA and FDOT grants. The FAA grant was executed at the July 28, 2015 BOCC meeting and the FDOT grant was executed at the September 8, 2015 meeting.

**Budgeted Expense:** Y/N The project is 100% grant funded and included in the FY 2015-2016 budget.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County received bids for the project at the May 19, 2015 meeting. Pettibone Concrete Construction, Inc. was the only bid received for the project and all bid documents were found to be within order. The concrete apron dates back to the 1940's and has been repaired several times. The total renovation of the apron will be completed in a series of phases as funding is available.

**Attachments:** Standard Form Of Agreement

## STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 15  
by and between the Taylor County Board of County Commissioners (hereinafter called Owner) and \_\_\_\_\_  
Pettibone Concrete Construction, Inc. hereinafter called Contractor). Owner and Contractor, in  
consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1. WORK.

Contractor shall complete the following work as specified or indicated in the Contract Documents. The Work is generally described as follows:

#### CONCRETE APRON REHABILITATION PERRY FOLEY AIRPORT

BASE BID: Slabs 987 to 1154  
ADDITIVE ALTERNATE NO. A: Slabs 771 to 986  
B: ~~Slabs 531 to 770~~  
C: ~~Slabs 289 to 530~~  
D: ~~Slabs 1 to 288~~  
E: ~~Slabs 1155 to 1193~~

### Article 2. ENGINEER.

The Project has been designed by:

AVCON, INC.  
320 Bayshore Drive, Suite A  
Niceville, Florida 32578  
850-678-0050 office  
850-678-0040 fax

who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### Article 3. CONTRACT TIMES.

3.1 The Base Bid work shall be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions. The Base Bid Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 110 calendar days after the date when the Contract Times commence to run.

3.2 *Liquidated Damages.* Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree

that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 Liquidated damages, based upon the original contract amount of \$ 499,400.25, will be Five-Hundred dollars (\$500.00) per calendar day.

#### Article 4. CONTRACT PRICE.

*This is a unit price contract.* Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is \$ 499,400.25 as per the attached Contractor bid.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

#### Article 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the \_\_\_ day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured based on the number of units completed.

- 5.1.1 Prior to Substantial completion, payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed (with the balance being retainage).

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

- 5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 90 % of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.1.3 Retainage requirements may be changed to reflect a proposed change to state regulatory statutes.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.13.

## **Article 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

6.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Contractor accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey



understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 7. CONTRACT DOCUMENTS**

The Contract Documents that comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- 7.1 This Agreement (pages A-1 to A-6, inclusive)
- 7.2 Performance, Payment, and other Bonds
- 7.3 Notice to Proceed
- 7.4 General Conditions (pages GC-1 to GC-56, inclusive), Division 1 Specifications, General Provisions (pages GP-1 to GP-56, inclusive), and Special Provisions of the project manual
- 7.5 Specifications package as listed in the table of contents thereof
- 7.6 Drawings consisting of a cover sheet and sheets numbered G1 through C14, inclusive, with each sheet bearing the following general title:

CONCRETE APRON REHABILITATION  
PERRY FOLEY AIRPORT

- 7.7 Addenda numbers 1 to 1, inclusive
- 7.8 Contractor's Bid Proposal, including submitted Bid Form and Bid Schedule
- 7.9 Documentation submitted by Contractor prior to Notice of Award
- 7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions

The documents listed in paragraph 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are not Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

#### **Article 8. MISCELLANEOUS.**

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and,

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 8.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner, and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner, and Contractor, or identified by Engineer on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20 15 (which is the Effective Date of the Agreement).

**OWNER:**

TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS

**CONTRACTOR**

*If Contractor is a corporation, attach evidence of authority to sign.*

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

Signed: Pamela S. Tiller

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Pamela S. Tiller  
Exec VP/CFO**

[CORPORATE SEAL]

**ATTEST**

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address for giving notices:

Melody Cox, Grants Administrator

Taylor County

201 East Green Street

Perry, Foley 32347

**ATTEST**

Signed: Linda Graham

Printed Name: LINDA GRAHAM

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TEXTING WHEN DRIVING**  
(Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

**ADDENDUM NO. 1**  
**to the**  
**PROJECT DOCUMENTS AND SPECIFICATIONS**  
**for**  
**CONCRETE APRON REHABILITATION**

**Prepared for:**  
**TAYLOR COUNTY**

**Prepared By:**



**320 Bayshore Drive, Suite A**  
**Niceville, Florida 32578-2425**

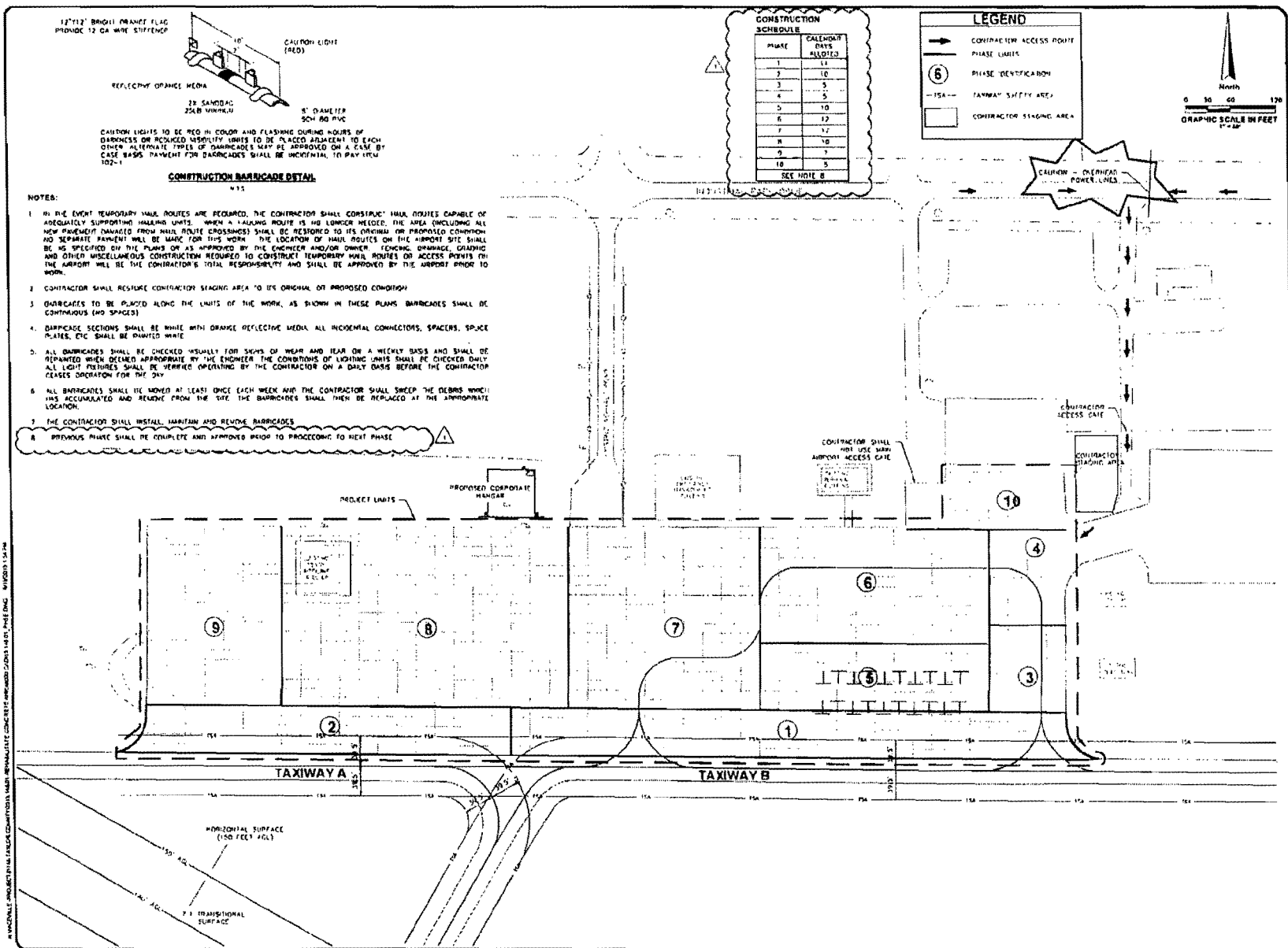
**AVCON Project No. 2015.148.01**

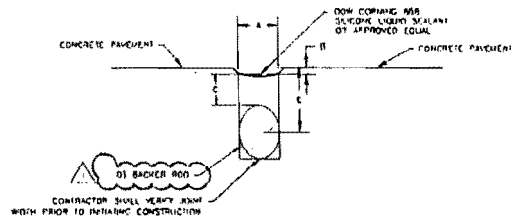
**Addendum Date: June 15, 2015**

Note: The bidder shall acknowledge receipt of this addendum on the Bid Form, Page BF-1 in the space provided.

*Received*  
*6/15/15*  
*By Pamela Tiller*

**Pamela S. Tiller**  
**Exec. VP/CFO**

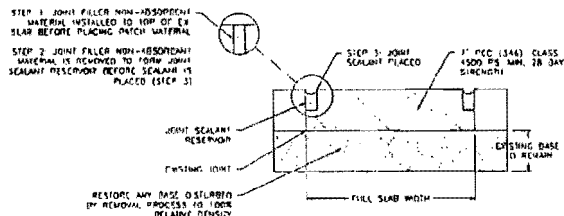




1) JOINT WIDTH, INCH	1/4	3/8	1/2	3/4	1
2) RECESSED BELOW SURFACE, INCH	3/8	3/8	3/8	3/8	1/2
3) SEALANT THICKNESS, INCH	1/4	1/4	1/4	3/8	1/2
4) BACKER ROD DIAMETER, INCH	3/8	1/2	5/8	7/8	1 1/4
5) TOTAL JOINT DEPTH, INCH	1 - 1 1/8	1 1/8 - 1 1/4	1 1/4 - 1 3/8	1 3/8 - 1 1/2	1 1/2 - 2 1/8

### CONCRETE-CONCRETE JOINT DETAIL

N.T.S.



### FULL SLAB REPLACEMENT DETAIL, PROFILE VIEW

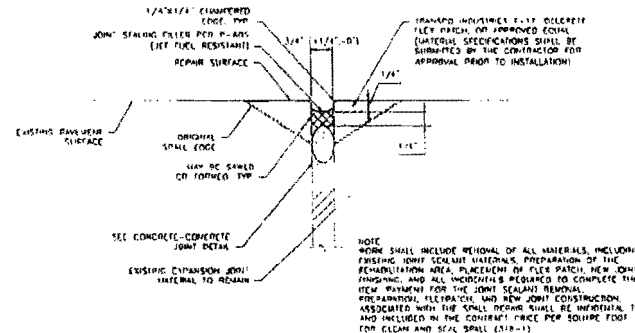
N.T.S.

#### NOTES:

- CONTRACTOR SHALL SAW-CUT FULL DEPTH AT THE LOCATIONS IDENTIFIED IN THE FIELD.
- CONTRACTOR SHALL CAREFULLY REMOVE THE CONCRETE TO BE REMOVED. CONTRACTOR SHALL REPAIR ANY DAMAGE TO SURROUNDING CONCRETE AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL USE LOW-PRESSURE OUT-LETTERS ON CONSTRUCTION EQUIPMENT AT ALL TIMES TO PREVENT DAMAGE TO SURROUNDING PAVEMENT.
- PAYMENT FOR COMPLETE SLAB REPLACEMENT SHALL INCLUDE ALL DEMOLITION AND DISPOSAL OF CONCRETE, SAW CUTS, BASE CONSTRUCTION, CONCRETE PAVEMENT, FINISHING AND ALL INCIDENTALS TO FURNISH THE NEW CONCRETE PAVEMENT.

#### JOINT SEALING NOTES:

- EXISTING JOINTS TO BE REPLACED SHALL BE THOROUGHLY CLEANED BY SAWING OR PLOWING, FOLLOWED BY WIRE BRUSHING OR SAND BLASTING AND THE JOINT SEALANT PLACED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. PRIOR TO PLACEMENT OF THE JOINT SEALANT, THE CONTRACTOR SHALL PROVIDE FOR SUFFICIENTLY PROTECT THE JOINT FROM WEATHER AND DEBRIS BY THE USE OF VACUUM DEVICES. THE CONTRACTOR SHALL BE PAID FOR THE LINEAR FEET OF JOINT SEALANT REPLACED. THE CONTRACTOR SHALL SURVEY THE WIDTH AND CONDITION OF EXISTING JOINTS PRIOR TO SUBMITTING WORKER BID. ONLY ONE PRICE PER LINEAR FOOT SHALL BE INCLUDED IN THE BID.
- COLD APPLIED SEALANTS: A BACKER ROD SHALL BE INSTALLED AS SHOWN ON THE PLANS AND THE PRIMER SHALL BE APPLIED IN THE CORRECT SEQUENCE IN ACCORDANCE WITH THE SEALANT MANUFACTURER'S INSTRUCTIONS PRIOR TO PLACEMENT OF THE JOINT SEALANT. THE BACKER ROD MATERIAL SHALL BE BETWEEN 20-30% LARGER IN DIAMETER THAN THE NOMINAL WIDTH OF THE CRACK. THE SEALANT SHALL BE APPLIED IN CONTINUOUS OPERATIONS WITH AN APPROVED MECHANICAL DRIVE THAT WILL FORCE THE SEALANT TO THE BOTTOM OF THE JOINT AND COMPLETELY FILL THE JOINT WITHOUT SPRINGING THE MATERIAL ON THE SURFACE OF THE PAVEMENT AND BE FREE OF Voids. THE SEALANT SHALL THEN BE TOoled WITH AN APPROPRIATE TOOL, TO PRODUCE A SLIGHTLY CONCAVE SURFACE APPROXIMATELY 3/8" BELOW THE SURFACE FOR APPROX. 10' TO 15' BEYOND THE SURFACE OF JOINTS. THE SEALANT SHALL HAVE A MINIMUM THICKNESS OF 3/8". TOOLING SHALL BE ACCOMPLISHED BEFORE A NEW FORM IS PLACED ON THE SURFACE. USUALLY WITHIN TEN MINUTES OF APPLICATION, THE SEALANT SHALL BE TOoled IN BOTH DIRECTIONS TO ENSURE A VOID-FREE INSTALLATION. SEALANT WHICH DOES NOT COME TO THE SURFACE OF THE JOINT WALLS, CONTAINS Voids, OR FAILS TO SET TO A LACK-FACE CONDITION, WILL BE REJECTED AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST. BEFORE SEALING THE JOINTS, THE CONTRACTOR SHALL DEMONSTRATE THAT THE EQUIPMENT AND PROCEDURES FOR PREPARING, MIXING, AND PLACING THE SEALANT WILL PRODUCE A SATISFACTORY JOINT SEAL. THIS SHALL INCLUDE THE PREPARATION OF TWO SMALL BATCHES AND THE APPLICATION OF THE RESULTING MATERIAL.
- A MANUFACTURER'S REPRESENTATIVE(S) IS TO CONDUCT THE DEMONSTRATION(S), TRAIN THE CONTRACTOR'S PERSONNEL AND ENSURE THE INSTALLATION PROCEDURES ARE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. PRIOR TO THE SEALING OPERATIONS, THE REPRESENTATIVE(S) SHALL VISIT THE JOINT-SITE AT LEAST TWO (2) TIMES DURING THE SEALING OPERATION FOR EACH TYPE OF SEALANT, AND AFTER THE SEALING IS COMPLETE, THE REPRESENTATIVE IS TO CONDUCT A GENERAL INSPECTION OF THE WORK AND THEREAFTER MAKE EXTENSIVE INSPECTIONS AND/OR TESTING ON A RANDOM BASIS TO REASONABLY ASSURE THAT THE CONSTRUCTION IS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED CONSTRUCTION METHODS AND PROCEDURES. A REPORT OUTLINEING THE FINDINGS IS TO BE SUBMITTED AT THE COMPLETION OF THE INSPECTION.
- IN ORDER TO ENSURE THAT SUPERIOR WORKMANSHIP IS ACHIEVED THROUGHOUT THE CONTRACT, THE CONTRACTOR SHALL BE REQUIRED TO CONSTITUTE A TEST SECTION FOR CREW ON A PORTION OF THE CONTRACT SITE PRIOR TO COMMENCING THE CONTRACT WORK. IN ORDER TO EVALUATE WORKMANSHIP OF EACH OF THE CONTRACTOR'S CREWS, IF THE TEST SITES ARE COMPLETED TO THE SATISFACTION OF THE OWNER, THE CONTRACTOR SHALL THEN RECORD NOTICE TO PROCEED WITH THE APPROVED CREWS FOR THE REMAINDER OF THE CONTRACT WORK.
- HOWEVER, TO MAINTAIN AN ACCEPTABLE LEVEL OF PRODUCTIVITY, THE POSITIONS SHALL BE REQUIRED TO MAINTAIN THE SAME CREW MEMBERS PER CREW WHO PERFORMED WORK IN THE TEST AREA. TOGETHER THROUGHOUT THE DURATION OF THE CONTRACT, IF ANY PERSONNEL CHANGES ARE MADE, THE OWNER BELIEVES THE WORKMANSHIP HAS IMPROVED, THE CREW SHALL BE REQUIRED TO MAINTAIN THE SAME CREW MEMBERS PER CREW WHO PERFORMED WORK IN THE TEST AREA. THE CONTRACTOR SHALL THEN BE REQUIRED TO REINSTATE THE ORIGINAL CREW MEMBERS ON SITE WITH THE OWNER TO PERFORM ANOTHER TEST AREA TO RE-EVALUATE THE NEW CREW.
- A NEW TEST AREA MAY THEN BE DEVELOPED BY THE OWNER WITH A SUCCESSFUL EVALUATION OF THE NEW TEST AREA, THE EVALUATED CREW MAY PROCEED WITH THE CONTRACT CONSTRUCTION.



### CLEAN AND SEAL CRACK SPALL (CSP)

N.T.S.

#### NOTES:

- CONTRACTOR SHALL SAW-CUT A 1/2" WIDE BY 2" DEEP GROOVE AT THE LOCATION AND FULL LENGTH OF THE CRACK.
- CONTRACTOR SHALL APPLY NEW ELASTIC JOINT SEALANT IN ACCORDANCE WITH CONCRETE-CONCRETE JOINT DETAIL AND JOINT SEALING NOTES ON THIS SHEET.
- PAYMENT FOR ROTARY-RANDOM SAW, REMOVE, AND SEAL (RRS/S) SHALL INCLUDE SAWCUTTING EXISTING CRACK, CLEANING, AND PLACING NEW JOINT MATERIAL.

### ROTARY-RANDOM SAW, REMOVE, AND SEAL DETAIL (RRS/S)

N.T.S.

### CORNER BREAK-SAWCUT, REMOVE, UNSOUND CONCRETE AND PATCH (FULL DEPTH) DETAIL (BRUC&P)

N.T.S.

#### CORNER SPALL REPAIR NOTES:

- PAYMENT FOR CORNER SPALL-SAWCUT REMOVE UNSOUND CONCRETE AND PATCH (FULL DEPTH) SHALL BE PROVIDED UNDER PAY ITEM 344-5. PAYMENT SHALL BE FULL COMPENSATION FOR SAW CUTS AND DEMOLITION, BASE CONSTRUCTION, FORMS, NEW RCC CONCRETE AND JOINT JOINTS.
- MARK THE LIMITS OF THE AREA TO BE REMOVED FOR CORNER BREAKS. THE REPAIR AREA SHALL BE SQUARE.
- MAKE A FULL-DEPTH SAW CUT ALONG THE CONSTRUCTED JOINTS AT LEAST 2 FEET BEYOND THE LIMITS OF THE BREAK AND MAKE SAW CUTS PERPENDICULAR TO THE CONSTRUCTED JOINTS FROM THESE POINTS UNTIL THE INTERSECT CONSTRUCTION SHALL MAKE MULTIPLE SAW CUTS INSIDE THE LIMITS OF DEMOLITION TO ASSIST WITH THE REMOVAL OF THE CONCRETE.
- TAKE CARE TO PREVENT DAMAGE TO REMAINING CONCRETE.
- USE LIGHT WEIGHT CONCRETE, I.E. JACKMANITE LESS THAN 30 POUNDS (14 KG), SAND, TOLLS, ETC., TO REMOVE THE REMAINING DAMAGED RCC PAVEMENT WITHIN FROM INSIDE THE SAW CUT TOWARD THE CORNER OF THE SLAB OR THE AREA BEING REMOVED TO PREVENT DAMAGE TO THE PAVEMENT REMAINING.
- REMOVE BY HAND ALL LOOSE MATERIAL AND VACUUM TO UNRAVE ANY DISINTEGRATE TO THE SUBGRADE OR BASE MATERIALS.
- RESISTE SUBGRADE OR SUB-BASE MATERIALS TO THE BASE ELEVATION OF THE CORNER BEING REPAIRED.
- INSTALL NONABSORBENT BOARD OR OTHER APPROVED MATERIAL WITHIN THE LIMITS OF THE JOINT SEAL RESERVOIR (STEP 1). THE NONABSORBENT BOARD WILL BE A STANDARD 15 INCH (13 MM) ASPHALT IMPREGATED FIBER-BOARD OR OTHER APPROVED MATERIAL FOR JOINTS WIDER THAN 4 INCH (102 MM). ADJUST THE WIDTH OF THE NONABSORBENT BOARD TO FIT THE JOINT WIDTH.
- FILL THE REPAIR AREA WITH CONCRETE AND CONSOLIDATE WITH A VIBRATOR. CONTRACTOR SHALL USE THE REQUIREMENTS OF TECHNICAL SPECIFICATION 344.
- FINISH THE SURFACE TO MATCH EXISTING PAVEMENT.
- SPRINK WITH CURING EMPLOYED PER ASTM C309.
- REMOVE THE NONABSORBENT BOARD (STEP 2) AND PLACE JOINT SEALANT PER P-800 SPECIFICATIONS AND MANUFACTURER'S REQUIREMENTS (STEP 3).
- DO NOT ALLOW TRAFFIC UNTIL THE PATCH HAS CURED.
- COMPLETELY CLEAN THE WORK AREA RELIVE, CLEANING THE PAVEMENT TO AIRCRAFT GRADE.



**AVCON**

AVCON, INC.  
CONCRETE & PAVEMENT  
10000 BAYVIEW BLVD., SUITE 100  
DALLAS, TEXAS 75243-1000  
PHONE: (214) 343-1000  
FAX: (214) 343-1001  
WWW.AVCON.COM

#### OWNER OF RECORD:

NAME: JOHN K. COLUM  
FALCONER, INC. PARIS

AVCON, INC.  
100 BAYVIEW DRIVE, SUITE A  
MCKINNEY, TEXAS 75069  
PHONE: (972) 514-0000  
FAX: (972) 514-0001  
FURNISHING: 100%  
AUTHORIZED: TEXAS REG. NO. 0007

#### PERRY - FOLEY AIRPORT

#### CONCRETE APRON REHABILITATION

#### PORTLAND CEMENT CONCRETE PAVEMENT AND JOINT DETAILS

THIS DOCUMENT IS A PLAN FOR THE CONSTRUCTION OF THE CONCRETE APRON REHABILITATION AT THE PERRY - FOLEY AIRPORT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND TO COMPLY WITH ALL APPLICABLE REGULATIONS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND TRAFFIC AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIALS FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND TRAFFIC AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIALS FROM THE SITE.

#### REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	04/11/11	JW	ADDENDUM #1

#### RELEASE FOR BID

DESIGNED BY: J.R.C.  
DRAWN BY: J.A.W.  
CHECKED BY: J.R.C.  
APPROVED BY: V.C.L.  
DATE: MAY 2015

AVCON PROJECT NO. 2015.148.01

SHEET NUMBER

**C12**

**NOTICE TO BIDDERS**

**CONCRETE APRON REHABILITATION at  
PERRY FOLEY AIRPORT  
TAYLOR COUNTY, FLORIDA**

Notice is hereby given that Taylor County will receive sealed bids at the Taylor County Board of County Commissioners, Attn: Clerk's Office, 108 East Jefferson Street, Perry, Florida 32347 (850-838-3506) until 4 pm local time on Friday, June 19, 2015, for the Concrete Apron Rehabilitation project at the Perry Foley Airport, Perry, Fl. Bids must be submitted in a sealed enveloped clearly marked "**BID ENCLOSED: CONCRETE APRON REHABILITATION; PERRY FOLEY AIRPORT.**" Bids will be opened at the Taylor County Board of Commissioners meeting to be held at the Taylor County Administration Complex, 201 East Green Street, Perry, Florida on Tuesday, June 23, 2015 at 6:00 pm. Bids will be publicly opened and read aloud.

The project consists of providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following:

Removal and replacement of concrete joints, removal and replacement of damaged concrete pavement, and other miscellaneous concrete rehabilitation work.

The contract time for substantial completion of the work included shall be 90 calendar days from the date of the "Notice to Proceed (NTP)." The final project completion shall be 110 calendar days from the date of the "Notice to Proceed (NTP)".

Beginning on Tuesday, May 19, 2015, drawings, specifications, and project documents may be examined by appointment at the Airport Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348. Appointments may be made by calling Bill Roberts at Perry Foley Airport at 850-838-3519. Beginning on Tuesday, May 19, 2015, digital copies of the above documents may be obtained from the offices of AVCON, INC., 320 Bayshore Drive, Suite A, Niceville, Florida, 32578, (850) 678-0050, upon payment of a non-refundable fee of thirty dollars (\$30.00) payable to AVCON, INC. for each set of project documents obtained. A hard copy of the above documents may be provided at an additional charge.

Bid security in the amount of at least five percent (5%) of the total quote must be submitted with the quote. The quote security may be either a certified check or a proposal guaranty bond executed by a surety company authorized to do business in the State of Florida. Quote security shall be made payable to Taylor County. The successful contractor must be able to furnish proof of required insurance, a 100% Performance Bond, and a 100% Labor and Materials Payment Bond, and shall begin execution of this contract within five (5) calendar days following the date of the Notice to Proceed.

Funding for this project is being provided by the Federal Aviation Administration and the Florida Department of Transportation and will be subject to all applicable requirements of the Federal Aviation Administration and U.S. Department of Transportation grant assurances.

The successful contract will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804). Wages paid to employees must comply with the minimum established by the U.S. Department of Labor Wage Determination. The successful contractor must comply with the Davis-Bacon Act, Copeland Act (Anti-Kickback Act), the Occupational Safety and Health Act, the



**BID FORM**

**PROJECT IDENTIFICATION:**

CONCRETE APRON REHABILITATION  
PERRY FOLEY AIRPORT

**THIS BID IS SUBMITTED TO:**

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in these documents to perform and furnish all Work as specified or indicated in these documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of these documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents as more fully set forth in the Agreement, that:

- (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Addendum No.: 1 Date: June 15, 2015  
Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_

- (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- (c) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Bidder accepts the determination set forth in Article 4 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with

7. The following documents are attached to and made a condition of this Bid and shall be completed and submitted as part of a responsive bid proposal. Bid proposals that do not include the following documents may be considered unresponsive:

- (a) This bid form (BF-1 to BF-5) fully completed.
- (b) Bid schedule completed, with bid unit prices indicated numerically and in words (BS-1 to BS-14).
- (c) Bid Affidavit (BA-1)
- (d) Bid Security as required by the Instructions to Bidders in the form of a certified or bank check made payable to Taylor County or a Bid Bond on form attached (BB-1 to BB-2), issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.
- (e) Required Bidder's Qualification Questionnaire with supporting data. (BQQ-1 to BQQ-3)
- (f) Form of Noncollusion Affidavit (NCA-1)
- (g) Certification of Non-Segregated Facilities (NSF-1)
- (h) Drug-Free Workplace Certification (DFWC-1)
- (i) Indemnification and Hold Harmless (IHH-1)
- (j) Worker's Compensation Affidavit (WCA-1)
- (j) Buy American Certificate (BAC-1)
- (k) Sworn Statement under Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes (SSPEC-1 to SPPEC-3)
- (l) Davis-Bacon Wage Rates Certification (DBC-1)
- (m) Disadvantaged Business Enterprise Program (DBEP-1 to DBEP-4)
- (n) DBE Certificate of Compliance Form (DBECF-1)
- (o) Insurance Compliance (IC-1)
- (p) Certificate as to Corporate Principal (CCP-1)
- (q) E-verify Certification (EVCC-1)

8. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

Pettibone Concrete Construction Inc  
Kevin Pettibone  
1621 Transmitter Rd, Panama City FL 32404  
850 963-1881

Attest Linda K Graham  
(Secretary)  
Business address: 1621 Transmitter Rd  
Panama City FL 32404  
Phone No.: 850 763 1881  
Date of Qualification to do business is 01/11/1994

A Joint Venture

By \_\_\_\_\_ (SEAL)  
(Name)  
\_\_\_\_\_  
(Address)  
By \_\_\_\_\_ (SEAL)  
(Name)  
\_\_\_\_\_  
(Address)

Phone Number and Address for receipt of official communications

850 763-1881 850 537-5345  
Kevin Pettubone - Pettubone Concrete Const Inc  
1621 Transmitter Rd  
Panama City FL 32404

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Dale Waldorff, Benjamin H French, Pamela L Jarman, Paul A Locascio, K Wayne Walker, Rebekah G Wolf, Clyde D Hare, Individually**

of Fort Walton Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of June, 2013.



WESTERN SURETY COMPANY

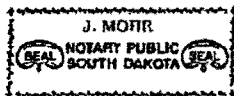
Paul T. Bruffat, Vice President

State of South Dakota } ss  
County of Minnehaha }

On this 25th day of June, 2013, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of June 2015



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**BID SCHEDULE - UNIT PRICES**

(This is a Unit Price Contract)

\* This Bid Schedule replaces the  
Bid Schedule provided in the  
Contractor's bid \*

**BIDDER:** Pettibone Concrete Construction, Inc.**DATE:** June 18, 2015**AIRPORT NAME:**Perry Foley Airport**PROJECT DESCRIPTION:**CONCRETE APRON REHABILITATION**BID SCHEDULE****Base Bid – Slabs 987 to 1154**

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
1	M-101-1	Mobilization <u>Twelve Thousand</u> dollars and <u>Zero</u> cents	LS	1	\$12,000.00	\$12,000.00
2	M-101-2	Barricades and Maintenance of Traffic <u>Twelve Thousand</u> dollars and <u>Zero</u> cents	LS	1	\$12,000.00	\$12,000.00
3	P-620-1	Taxiway Pavement Markings With Reflective Media, Yellow <u>Three</u> dollars and <u>Fifty-Five</u> cents	SF	400	\$3.55	\$1,420.00
4	P-620-2	Taxiway Pavement Markings Without Reflective Media, Black <u>Three</u> dollars and <u>Forty-Five</u> cents	SF	775	\$3.45	\$2,673.75
5	346-1	Clean and Seal Spall (CSP) <u>One Hundred Seventy</u> dollars and <u>Zero</u> cents	SF	270	\$170.00	\$45,900.00

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/Item
6	346-2	Rotary- Random Saw and Seal (RRS/S) <u>Six</u> dollars and <u>Seventy-Five</u> cents	LF	1,035	\$6.75	\$6,986.25
7	346-3	Complete Slab Replacement (SR) <u>Fifteen</u> dollars and <u>Zero</u> cents	SF	650	\$15.00	\$9,750.00
8	346-5	Saw Cut, Remove Unsound Concrete and Patch, 2" - 4"(SRUC & P) <u>One Hundred Fifty</u> dollars and <u>Zero</u> cents	SF	350	\$150.00	\$52,500.00
9	346-6	Micro Mill and Install Thin Bonded Overlay (MM/TBO) _____ dollars and _____ cents	SF	340		
10	346-7	Remove and Replace Patch (R & RP) <u>One Hundred Fifty</u> dollars and <u>Zero</u> cents	SF	50	\$150.00	\$7,500.00

For all work required to perform the Base Bid in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Base Bid amount of:

TOTAL BASE BID AMOUNT(in words): One Hundred Fifty Thousand, Seven Hundred Thirty  
Dollars and Zero cents.

(\$ 150,730.00 )  
(amount in numbers)

Note: Total Base Bid amount shall equal the sum of the totals for Bid Items No. 1 through 10

## Additive Alternate A – Slabs 771 to 986

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
11	M-101-1	Mobilization <u>Nine Thousand</u> dollars and <u>Zero</u> cents	LS	1	\$9,000.00	\$9,000.00
12	M-101-2	Barricades and Maintenance of Traffic <u>Five Thousand</u> dollars and <u>Zero</u> cents	LS	1	\$5,000.00	\$5,000.00
13	P-620-1	Taxiway Pavement Markings With Reflective Media, Yellow <u>Three</u> dollars and <u>Fifty Five</u> cents	SF	230	\$3.55	\$816.50
14	P-620-2	Taxiway Pavement Markings Without Reflective Media, black <u>Three</u> dollars and <u>Forty-Five</u> cents	SF	425	\$3.45	\$1,466.25
15	346-1	Clean and Seal Spall (CSP) <u>One Hundred Seventy</u> dollars and <u>Zero</u> cents	SF	800	\$170.00	\$136,000.00
16	346-2	Rotary- Random Saw and Seal (RRS/S) <u>Six</u> dollars and <u>Seventy-Five</u> cents	LF	1,050	\$6.75	\$7,087.50
17	346-3	Complete Slab Replacement (SR) <u>Fifteen</u> dollars and <u>Zero</u> cents	SF	2,550	\$15.00	\$38,250.00
18	346-5	Saw Cut, Remove Unsound Concrete & Patch Full Depth (SRUC&P) <u>Eighty</u> dollars and <u>Zero</u> cents	SF	60	\$80.00	\$4,800.00

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/Item
19	346-4	Saw Cut, Remove Unsound Concrete & Patch, 2" - 4" (SRUC&P)  One Hundred Fifty dollars and  Zero cents	SF	875	\$150.00	\$131,250.00
20	346-6	Micro Mill and Install Thin Bonded Overlay (MM/TBO)  dollars and  cents	SF	400		
21	346-7	Remove and Replace Patch (R & RP)  One Hundred Fifty dollars and  Zero cents	SF	100	\$150.00	\$15,000.00

For all work required to perform Additive Alternate A in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate A amount of:

TOTAL ADDITIVE ALTERNATE A AMOUNT (in words): Three Hundred Forty Eight Thousand, Six Hundred Seventy Dollars and Twenty-Five cents

(\$ 348,670.25 )  
(amount in numbers)

Note: Total Additive Alternate A amount shall equal the total amount for Bid Item No. 11 through 21.

**BID SUMMARY (amount in numbers)**

(A) TOTAL BASE BID: \$ 150,730.00

(B) ADDITIVE ALTERNATE A: \$ 348,670.25

(C) ADDITIVE ALTERNATE B: \$ NIC

(D) ADDITIVE ALTERNATE C: \$ NIC

(E) ADDITIVE ALTERNATE D: \$ NIC

(F) ADDITIVE ALTERNATE E: \$ NIC

(G) TOTAL BID AMOUNT\*: \$ 499,400.25



*\* The Total Bid Amount (G) shall equal the sum of (A) through (F). The Basis of Award shall be based on the lowest total of either the Base Bid or combinations of the total of the Base Bid and any Additive Alternates, as finally determined by the owner and the funding agencies based on the availability of funding*

The Bidder represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

If provided with a Notice of Intent to Award the Contract by the Owner, the Bidder shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Addendum to the Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, license, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work.

Dated and signed at \_\_\_\_\_, this 7th day of Jan, 20 16.

Pettibone Concrete Construction, Inc.

Panela S. Tiller Name of Bidder  
Authorized Signature

Panela S. Tiller  
Exec. VP/CFO

\_\_\_\_\_  
Title

Pettibone  
Concrete Construction, Inc  
1621 Transmitter Rd  
Panama City, FL 32404

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

59-3362814  
(Federal ID No. or SS No.)

Bond # 929625660

TAYLOR COUNTY  
PERFORMANCE BOND

PERRY FOLEY AIRPORT  
CONCRETE APRON REHABILITATION

### PERFORMANCE BOND

STATE OF FLORIDA  
COUNTY OF Okaloosa

KNOW ALL MEN BY THESE PRESENTS that Pettibone Concrete Construction, Inc., a Principal, hereinafter called Contractor, and Western Surety Company as Surety, hereinafter called Surety, are held and firmly bound unto the Taylor County Board of County Commissioners as Obligee, hereinafter called Owner, in the amount of Four hundred ninety nine thousand four hundred dollars and twenty five cents and /100 Dollars (\$ 499,400.25) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated                     , 20      , entered into a Contract with Owner for the project titled **CONCRETE APRON REHABILITATION** at **Perry Foley Airport** in accordance with Drawings and Specifications prepared by AVCON, INC., which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder and shall indemnify the Owner ~~and the Consulting Engineer~~ and save ~~either or all of them against and~~ Owner from all costs, expenses and damages arising from the performance of said Contract or the repair of any work there under, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

1. The Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Owner may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect ~~or consequential~~, including without limitation those for delay, expenses, costs, and attorney's fees including appellate proceedings, which the said Owner may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provisions of said Contract.
2. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the Owner and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgement of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.
3. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

4. The Surety presents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of " A " and Financial Category of "Class XIII ."

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 7th day of Jan, 20 16


ATTEST:

  
(Principal) Secretary

Pettibone Concrete Construction, Inc.

Principal

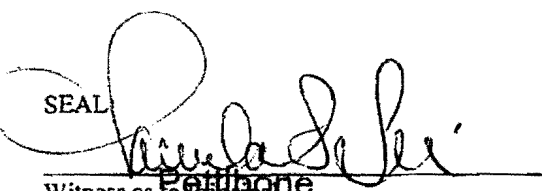
By:

  
Kevin Pettibone, President  
1621 Transmitter Road

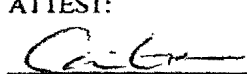
Address

Panama City, FL 32404

SEAL

  
Witness as to Principal  
Pettibone  
Concrete Construction, Inc.  
1621 Transmitter Rd  
Address Panama City, FL 32404

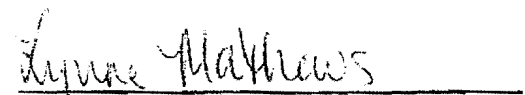
ATTEST:

  
(Surety) Secretary

Western Surety Company

Surety

SEAL:

  
Witness as to Surety

  
, Dale Waldorff  
Attorney-in-Fact & FL Licensed Resident Agent

333 Wabash Avenue

Address

45 Eglin Parkway, NE, Suite 202, Fort Walton Beach, FL 32541 Chicago, IL 60604  
Address

Bond # 929625660  
TAYLOR COUNTY  
PAYMENT BOND

PERRY FOLEY AIRPORT  
CONCRETE APRON REHABILITATION

PAYMENT BOND

KNOW ALL MEN by these presents; That we (1) Pettibone Concrete Construction, Inc.  
\_\_\_\_\_ a (2) \_\_\_\_\_  
hereinafter called "Principal" and (3) Western Surety Company  
of 333 Wabash Avenue, Chicago, State of Illinois, hereinafter call  
the "Surety", are held and firmly bound unto (4) Taylor County Board of County Commissioners  
of 201 East Green Street, Perry, FL 32347, hereinafter called "OWNER", in the  
penal sum of Four hundred ninety nine thousand four hundred dollars and twenty five cents  
(\$ 499,400.25) in lawful money of the United States for the payment of which sum  
well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a  
certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of  
which is hereto attached and make a part hereof for the construction of: Concrete Apron Rehabilitation  
at Perry-Foley Airport

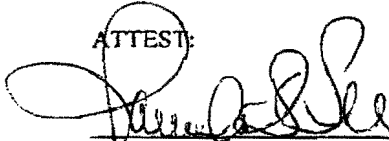
NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms,  
subcontractors, and corporations furnishing materials for or performing labor in the  
prosecution of the work provided for in such contract, and any authorized extension or  
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal  
and coke, repairs on machinery, equipment and tools, consumed or used in connection with  
the construction of such work, and all insurance premiums on said work, and for all labor,  
performed in such work, whether by subcontractor or otherwise, then this obligation shall be  
void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees  
that no change, extension of time, alteration or addition to the terms of the contract or to the  
work to be in any wise affect its obligation on this bond, and it does hereby waive notice of  
any such changes, extension of time, alteration or addition to the terms of the contractor or to  
the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor  
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 7th day of Jan, 2010.

ATTEST:

  
\_\_\_\_\_  
(Principal) Secretary

Pettibone Concrete Construction, Inc.

Principal


By:

  
Kevin Pettibone, President


Address

1621 Transmitter Road, Panama City, FL 32404

SEAL:

  
\_\_\_\_\_  
Witness as to Principal  
Concrete Construction, Inc.  
1621 Transmitter Rd  
Address Panama City, FL 32404

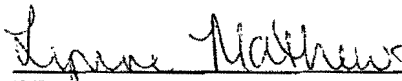
ATTEST:

  
\_\_\_\_\_  
(Surety) Secretary

Western Surety Company

Surety

SEAL:

  
\_\_\_\_\_  
Witness as to Surety  
45 Eglin Pkwy, NE, Suite 202, FWB, FL 32548  
Address

  
\_\_\_\_\_, Dale Waldorff  
Attorney-in-Fact & FL Licensed Resident Agent

333 Wabash Avenue

Address

Chicago, IL 60604

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Dale Waldorff, Benjamin H French, Pamela L Jarman, Paul A Locascio, K Wayne Walker, Rebekah G Wolf, Clyde D Hare, Individually**

of Fort Walton Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of June, 2013.



WESTERN SURETY COMPANY

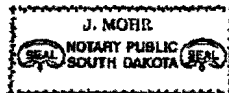
Paul T. Brufat  
Paul T. Brufat, Vice President

State of South Dakota } ss  
County of Minnehaha }

On this 25th day of June, 2013, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this      day of      .



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Waldorff Insurance & Bonding 45 Eglin Parkway NE Ste 202 Fort Walton Beach FL 32548	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (A/C No.) 850-581-4925	<b>FAX</b> (A/C No.) 850-581-4930
	<b>E-MAIL</b> ADDRESS: receptionist@waldorffinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Amerisure Insurance	<b>NAIC #</b> 19488
	<b>INSURER B:</b> Amerisure Partners Ins. Co.	11050
	<b>INSURER C:</b> Amerisure Mutual	23396
	<b>INSURER D:</b> Federal Insurance Company	20281
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 138359680      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GL20399870701	1/1/2015	1/1/2016	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA20399850905	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		CU20654200402	1/1/2015	1/1/2016	EACH OCCURRENCE \$9000000 AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Leased Equip		45466670EUC	1/1/2015	1/1/2016	Limit \$300,000 Ded. \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Concrete Apron Rehabilitation, Perry Foley Airport, Perry, FL.

## CERTIFICATE HOLDER

Taylor County Board of CCounty Commission  
201 East Green Street  
Perry FL 32347

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Dale Waldorff*

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PETTCO-01

VMEEEKS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. 144 Harrison Avenue Panama City, FL 32401	CONTACT NAME: Vicki Meeks
	PHONE (A/C, No, Ext): (850) 785-7404 FAX (A/C, No): (850) 769-5942
INSURED  Pettibone Concrete Construction 1621 Transmitter Road Panama City, FL 32404	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Insurance Co. of the West NAIC # 27847
	INSURER B:
	INSURER C:
	INSURER D:
INSURER E:	
INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MFD EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS					\$
	NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	WFL502256702	01/01/2015	01/01/2016	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PCCI#25009

Job Name: Concrete Apron Rehabilitation  
Perry Foley Airport  
Perry, FL

## CERTIFICATE HOLDER

## CANCELLATION

Taylor County Board of County Commission  
201 East Greet Street  
Perry, FL 32347

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND APPROVE A REQUEST FOR QUALIFICATIONS (RFQ) FOR CONSULTING SERVICES FOR A "TAYLOR COUNTY SPACE PLANNING/FACILITIES ASSESSMENT REPORT," AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

JANUARY 19, 2016

Statement of Issue:

THE BOARD SEEKS TO PROVIDE ADDITIONAL OFFICE SPACE FOR COUNTY/CONSTITUTIONAL OFFICER OPERATIONS. A PROFESSIONAL SPACE-NEEDS ASSESSMENT WOULD GIVE GUIDANCE TO THE BOARD REGARDING THE MOST RESPONSIBLE CHOICE FOR EXPANDING OFFICE SPACE.

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

## NOTICE OF REQUEST FOR QUALIFICATIONS

Pursuant to Section 287.055, Florida Statutes, notice is hereby given that the Board of County Commissioners of Taylor County is accepting statements of qualifications from interested Architectural/Engineering firms, Specialized Consulting firms and Individuals experienced in the development of Space Planning/ Facility Assessments.

Only those firms or individuals submitting statements of qualifications that meet the requirements herein specified will be considered regardless of past contracts with Taylor County, or other agencies.

Interested firms or individuals will be evaluated and selected under the competitive selection procedure of Florida Statute 287.055. In accordance with Florida Statute 287.055(4) (b), please do not submit proposals for compensation.

Qualified firms or individuals desiring to provide the required products or services must submit four (4) packages in a sealed envelope or similar package marked "Sealed Proposal for Space Planning/Facility Assessment Report for the Taylor County Board of County Commissioners" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on THURSDAY, March 3, 2016. All responses MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. RFQs will be opened and respondents announced at 6:05 P.M. local time, or as soon thereafter as practical, at the regular County Commission meeting on Monday, March 7, 2016, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFQ Scope of Services information may be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506 or from our website [www.taylorcountygov.com/Bids/Index.htm](http://www.taylorcountygov.com/Bids/Index.htm).

The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all responses to its request for qualifications, to cancel or withdraw this request, or at any time waive any irregularities in the RFQ process. The County reserves the right to award any contract(s) to the respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on a quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the total score, pursuant to Taylor County Ordinance No. 2003-12.

Additional information may be obtained from:

Dustin Hinkel  
County Administrator  
201 E Green Street  
Perry, FL 32347  
850-838-3500 x7

## GENERAL RESPONSE INFORMATION

1. Scope of Service documents may be obtained from the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506 or from our website [www.taylorcountygov.com/Bids/Index.htm](http://www.taylorcountygov.com/Bids/Index.htm).
2. Responses **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, THURSDAY, March 3, 2016.**
3. Responses **MUST** be in a sealed envelope plainly marked on the outside: **Sealed Proposal for Space Planning/Facility Assessment Report for the Taylor County Board of County Commissioners.**
4. **All responses MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Responses that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
6. Once opened, no response may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Responders must complete and furnish with their proposal a Non-Collusion Affidavit.
9. Responses shall be received and respondents announced on Monday, March 7, 2016 at 6:05 p.m. or as soon thereafter as practical, at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.
10. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all responses, to cancel or withdraw this request for qualifications, or at any time waive any irregularities in the request process. The County reserves the right to award any contract(s) to the respondent which it deems to offer the best overall service. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the total score, pursuant to Taylor County Ordinance No. 2003-12.
11. It is the responsibility of the responders to fully understand and follow all request for qualifications response expectations.
12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Proposals.**
13. Responders who elect to send sealed responses Overnight Express or Federal Express, must send the package to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, FL 32347.
14. For additional information, contact

Dustin Hinkel  
County Administrator  
201 E. Green Street  
Perry, FL 32347  
850-838-3500 x7

MALCOLM PAGE  
District 1

JIM MOODY  
District 2

JODY DEVANE  
District 3

PAM FEAGLE  
District 4

PATRICIA PATTERSON  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

DUSTIN M. HINKEL, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

### BID CHECKLIST

Check Items Included:

- \_\_\_\_\_ 1. Required proposal/bid information referenced below.
- \_\_\_\_\_ 2. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations **(MUST BE INCLUDED)**.
- \_\_\_\_\_ 3. Declaration Page from Workmen's Compensation Insurance. **(MUST BE INCLUDED)**.
- \_\_\_\_\_ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(ENCLOSED)**.
- \_\_\_\_\_ 5. Non-Collusion Affidavit, signed and notarized. **(ENCLOSED)**.

**Checklist must be included with the bid.**

## TECHNICAL SPECIFICATIONS

In providing professional services to the Board of County Commissioners, an opportunity is hereby afforded for your company:

- a. To indicate whether there is an interest at this time in providing the described services.
- b. To include disclosure of any potential conflict of interest that your firm may have due to other clients, contracts or property interests in the County's project described above.
- c. To furnish to the Board of County Commissioners the following information for determination of qualified firms:
  - 1) Short statement as to your firm's understanding of the scope and requirements relative to the project.
  - 2) Current Standard Forms 254 and 255.
  - 3) If applicable, include State of Florida Minority Business Enterprise Certification (prime consultant only) as defined by the Florida Small and Minority Business Assistance Act of 1985.
  - 4) Any other information that would make your firm uniquely qualified to perform the project.

## DESCRIPTION

The Respondent awarded a contract shall provide Professional Services for the development of the Space Planning/Facilities Assessment Report for all Taylor County Facilities, Sites, Parks and Beaches. Taylor County seeks a review of its existing facilities, how they are utilized and what, if any, consolidations, rearrangements, or new acquisitions/construction might improve delivery of County services and reduce long term costs. The goal is to determine potential areas for consolidation or growth to improve the efficiency (both cost and personnel) of the county. The product of the work will be long term (25 year) and short term (5 year) strategies for facility planning. The Report shall include a proposed list of facilities that should be retained, repurposed, consolidated, acquired, constructed, or surplus with projected costs or revenues incurred by the implementation of such recommendations.

### Scope of work:

1. Professional services shall include a comprehensive compilation of all county owned and leased properties.
2. Provide the following recommendations:
  - a. Possible consolidation of services at county owned facilities.
  - b. Building improvements necessary to implement proposed consolidations.
  - c. Modifications to existing county owned facilities to improve energy efficiency.
  - d. Modifications to existing county owned facilities to improve security.
  - e. Relocation of county resources/services into county owned facilities. Recommendations for relocation of county resources shall address the needs of the services to be relocated relating to physical (spatial and geographic), professional, technological, security, and privacy requirements.
  - f. Possible opportunities to meet the County's space needs through the acquisition and renovation of existing non-county owned facilities and/or construction of new facilities.
  - g. Prioritization of recommendations.
  - h. Estimated cost of changes and estimated payout period
3. Create an electronic spatial database for use by Taylor County.

## SUBMISSION OF RESPONSES

- A. Four (4) copies of each response shall be submitted.
- B. The response shall be submitted in a sealed envelope clearly marked on the outside, with the Respondents name and "Sealed Proposal for Space Planning/Facility Assessment Report for the Taylor County Board of County Commissioners", addressed to the entity and address stated in the Notice of Request for Qualifications, on or before 4:00 P.M. local time on March 4, 2016. If forwarded by mail or courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Qualifications. Faxed or e-mailed responses shall be automatically rejected. Responses will be received until the date and hour stated in the Notice of Request for Qualifications.
- C. Each Respondent shall submit with his Response the required evidence of his qualifications and experience.

## CONTENT OF SUBMISSION

The submitted responses to this Request for Qualifications (RFQ) shall be typed on 8- 1/2" x 11" white paper and bound; shall be clear and concise and provide the information requested herein. Responses submitted without the required information will not be considered. Responses shall be organized and sections tabbed. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations will not be solicited. Each Respondent must submit adequate documentation to certify the Respondent's compliance with the County's requirements. Respondent should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Respondent's overall evaluation.

The following information, at a minimum, shall be included in the response:

A. Cover Page

A cover page that states:

"REQUEST FOR QUALIFICATIONS FOR TAYLOR COUNTY SPACE PLANNING/FACILITIES  
ASSESSMENT REPORT, TAYLOR COUNTY, FLORIDA".

The cover page should contain Respondent's name, address, telephone number, and the name of the Respondent's contact person.

B. Tabbed Sections

Tab 1. Executive Summary

The Respondent shall provide a narrative of the firm's or individual's history, qualities and capabilities that demonstrates how the firm will work with the County to fulfill the requirements of this Project.

All responses must contain, at a minimum, the following information:

1. A list of the person's or entity's shareholders with five percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; or, if a solely owned proprietorship, names(s) of owner(s).
2. A list of the officers and directors of the entity (name(s) and title(s)).
3. The number of years the person or entity has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the RFQ.
4. The number of years the person or entity has operated under its present name and any prior names. Include any prior names and addresses of any entity which was previously owned, operated or directed by any of its officers, directors, or general partners the person or entity has operated under in the past 5 years.



## Tab 2. Relevant Experience

The Respondent shall provide a project history of the firm or organization demonstrating experience with projects that are similar in scope and size to the proposed Project. The Respondent shall provide a detailed summary (two pages or less) of one completed project similar to this project, and a tabular list of other completed projects similar to size and scope.

## Tab 3. References and Past Performance on Similar Projects

Please include and describe any previous experience in Taylor County. Each Respondent shall provide a list of past projects and at least two (2) written references of a Florida local government or other governmental entities for which the Respondent has provided the same or similar services during the past three (3) years. Each reference shall include, at a minimum:

1. Name and full address of referenced project and of client organization
2. Name and telephone number of contact person for referenced project
3. Date of initiation and completion of contract for referenced project
4. Brief summary of the project and services comparing the referenced services to these proposed services
5. Describe whether projects met the substantial completion date, and if completion date was not met provide explanation.

Please include credit references (minimum of three), including name, current address and current telephone number of the reference.

## Tab 4. Project Approach

The Respondent shall describe the approach and methodology, the use of technology and the software in use or planned to accomplish the scope of work defined herein. Describe the firm's methodology for working locally given the extensive amount of data collection required for this Project. The project approach shall include information on schedule and availability.

## Tab 5. Staffing for this Project and Qualifications of Key Personnel

The Respondent shall describe the composition and structure of the firm (sole proprietorship, corporation, partnership, joint venture) and include names of persons with an interest in the firm. Include in this section a copy of documentation demonstrating that the entity is a legally, viable entity.

The Respondent shall include a list of the proposed staff that will perform the work required if awarded this contract. An organizational chart and management plan should be included in this section. The Respondent shall include a resume for each member of the project team identifying his/her role on the team and any qualifications relevant to the assigned position. The Respondent shall also include a summary of each project team member's experience with projects of this specific type. Include in this section the location of the main office and the location of the office proposed to work on this project.

## Tab 6. Services

The Respondent shall provide any additional project experience that will give an indication of and provide evaluators with insight about the qualifications, fitness and abilities of the Respondent.

## Tab 7. Pending Litigation

The Respondent shall describe any past or pending litigation in which the Respondent has been involved, in the past five (5) years, indicate whether a plaintiff or defendant, and describe the nature of the cause of action.

In all cases Respondent shall give the name, current address, and telephone number of the other party, the case number, and where the litigation is pending or was filed.

All responses must contain answers to the following questions regarding claims and suits:

- a. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? If yes, provide details;
- b. Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five years, been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities? If yes, provide details;
- c. Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services? If yes, provide details;
- d. Whether, within the last five years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation;

#### Tab 8. County forms

Respondent shall complete and execute the forms specified above and found in this RFQ, signatures shall be current on all forms, dated within thirty (30) days of the date of submission.

Respondent shall produce evidence of proper licensing to perform the services described herein. Copies of all professional and occupational licenses shall be included in this section.

## EVALUATION/ SELECTION OF CONTRACTOR

A Selection Review Committee will evaluate all responses received and:

1. Prepare an alphabetical listing of those respondents determined to be interested and available.
2. Evaluate the responses meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation certificate as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:

- a. Recent experience of individuals and firm on projects of similar size and scope.
- b. Schedule and availability
- c. Past Performance record
- d. Project approach
- e. Taylor County experience
- f. Each TAB section will be given points used to score and evaluate firms and individuals. The point structure is as follows:

CRITERIA	MAXIMUM POINTS
TAB 1	10
TAB 2	15
TAB 3	10
TAB 4	30
TAB 5	25
TAB 6	5
TAB 7	5
TAB 8	*All forms must be complete or Respondent will be deemed non-responsive.
TOTAL	100

3. Review of all proposals received will proceed as follows:
  - a. The selection committee will review all written documents submitted.
  - b. The committee's ranking of prospective firms shall be based on the firm's capabilities, ability, and adequacy of personnel, past record, recent experience, current workload and project approach.
  - c. The committee may request oral presentations from the vendors when establishing the recommended priority or short list.
4. Negotiations between the selection committee and the priority vendors (the vendors ranked highest on the Board approved short list) that will proceed as follows:
  - a. Negotiations will be held with the first vendor on the priority list.
  - b. If no tentative agreement can be reached with the first vendor, then negotiations will commence with the second vendor on the short list.
  - c. If no tentative agreement can be reached with the second vendor, then negotiations will commence with the third vendor.
  - d. If no tentative agreement is reached with the third vendor, then the committee shall return to the Board to report such and recommend that a new short list be established from among the other proposals submitted. If for any reason said procedure is not feasible, the committee shall seek direction from the Board as to how to proceed further.

e. Taylor County reserves the right to negotiate contracts with one or more firms for these services.

5. Presentation of the tentative agreements by the selection committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions and costs associated with the contracts.

6. Upon approval of the agreement by the Board, execution of a formal written agreement is required prior to commencement of the work associated with the contract.

7. Direct contact one-on-one with the Committee members or Board of County Commissioners is not allowed. Selection will be on the basis of professional qualifications and experience.

a. The Selection Review Committee will evaluate and rank all proposals meeting the minimum submission requirements and enter into formal negotiations with said firms. Firms will be notified of dates and times of any interviews.

## CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

The Respondent shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Taylor County fifteen (15) days prior to the submission of the contract to the Board of County Commissioners for the award of contract, with the Taylor County Board of County Commissioners listed as additional insured as indicated. No contract shall be awarded until Taylor County has received proof of insurance and that Taylor County Board of County Commissioners is listed as the additional insured. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Respondent. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida. Companies shall have an A.M. Best rating of VI or better.

Worker's Compensation	Statutory Limits
Employers' Liability Insurance	\$500,000 Accident
	\$500,000 Disease, policy limits
	\$500,000 Disease each employee
General Liability, including:	\$500,000 Combined Single Limit
Premises Operation	
Products and Completed Operations	
Blanket Contractual Liability	
Personal Injury Liability	
Expanded Definition of Property Damage	
Vehicle Liability	\$300,000 per Occurrence
(Owned, non-owned and hired vehicles)	\$300,000 Combined Single Limit
Professional Liability	\$500,000 per Occurrence
	\$1,000,000 Aggregate

Taylor County shall be named as an Additional Insured on the General Liability and Vehicle Liability policies.

## INDEMNIFICATION

The Consultant covenants and agrees to indemnify, hold harmless and defend Taylor County, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Taylor County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Consultant or any of its Subconsultant(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Consultant, its Subconsultant(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Consultant's failure to purchase or maintain the required insurance, the Consultant shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Consultant, the Consultant agrees and warrants that Consultant shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars (\$10.00) of remuneration paid to the Consultant is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or Agent)  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA, (COUNTY OF \_\_\_\_\_)

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ (Name(s)) of \_\_\_\_\_ individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or type as commissioned)

\_\_\_\_ Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

Type of Identification Produced



IDEMNIFICATION AND HOLD HARMLESS FOR CONSULTANTS AND  
SUBCONSULTANTS

The Architect/Engineer/Consultant covenants and agrees to indemnify, hold harmless and defend Taylor County, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including property owned by Taylor County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Architect/Engineer or Consultant or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Architect/Engineer/Consultant, including its Subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Architect/Engineer/Consultant's failure to purchase or maintain the required insurance, the Architect/Engineer/Consultant shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the Architect/Engineer/Consultant, the Architect/Engineer/Consultant agrees and warrants that Architect/Engineer/Consultant shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars (\$10.00) of remuneration paid to the Architect/Engineer/Consultant is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

RESPONDENT'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

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Respondent

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Signature

SECTION TWO DRAFT CONTRACT

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AGREEMENT FOR  
CONSULTING SERVICES  
for

*Taylor County Space Planning/ Facilities Assessment Report*

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This Agreement ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between Taylor County, a political subdivision of the State of Florida, whose address is 201 East Green Street, Perr, Florida, 32347, its successors and assigns, hereinafter referred to as "COUNTY," through the Taylor County Board of County Commissioners ("BOCC"),

AND

\_\_\_\_\_, a Corporation of the State of Florida, whose address is \_\_\_\_\_ its successors and assigns, hereinafter referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional services of CONSULTANT for Development of Space Planning/ Facilities Assessment Report for Taylor County Facilities, Sites, Parks and Beaches; and

WHEREAS, CONSULTANT has agreed to provide professional services which are defined in Exhibit \_\_\_\_\_ ;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONSULTANT agree as follows:

ARTICLE 1

**1.1 REPRESENTATIONS AND WARRANTIES**

By executing this Agreement, CONSULTANT makes the following express representations and warranties to the COUNTY:

- 1.1.1 The CONSULTANT is professionally qualified to act as the CONSULTANT for the Project and is licensed to provide the designated services by the State of Florida having jurisdiction over the CONSULTANT and the Project;
- 1.1.2 The CONSULTANT shall maintain all necessary licenses, permits or other authorizations necessary to act as CONSULTANT for the Project until the CONSULTANT'S duties hereunder have been fully satisfied;
- 1.1.3 The CONSULTANT has become familiar with the Project sites and the local conditions under which the Work is to be completed.
- 1.1.4 The CONSULTANT shall prepare all documents required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in the subsequent implementation phases and shall be in conformity and comply with all applicable law, codes and regulations. The CONSULTANT warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to accomplish the purposes of the Project, therefore, eliminating any additional cost due to missing or incorrect information;
- 1.1.5 The CONSULTANT assumes full responsibility to the extent allowed by law with regards to his performance and those individuals and subcontractors under his employ.
- 1.1.6 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit, for the COUNTY'S and its representative's information, a schedule for the performance of the CONSULTANT'S services which may be adjusted as the Project proceeds if approved by the COUNTY, and shall include allowances for periods of time required for the COUNTY'S review, and for approval of submission by authorities having jurisdiction over the Project. Time established by this schedule and approved by the COUNTY may not be exceeded by CONSULTANT except for delay caused by events not within the control of the CONSULTANT or foreseeable by him. The sole remedy for delay shall be an extension of time.
- 1.1.7 CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT and its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the COUNTY, nor shall they accrue any of the rights or benefits of a COUNTY employee.

## **ARTICLE II**

### **SCOPE OF CONSULTANT'S BASIC SERVICE**

#### **2.1 DEFINITION**

CONSULTANT'S Basic Services consist of those described in Paragraphs 2.2 and 2.3, and other services identified as part of Basic Services, and include normal consulting services to develop the "Taylor County Space Planning/ Facilities Assessment Report", and complete the Project. The CONSULTANT shall commence work on the services provided for in this Agreement promptly upon his receipt of a written notice to proceed from the COUNTY.

#### **2.2 BASIC SERVICES INCLUDED**

CONSULTANT'S Basic Services consist of, but will not be limited to:

##### **2.2.1 DATA COLLECTION AND REVIEW**

The CONSULTANT shall provide Professional Services for the development of the Space Planning/ Facilities Assessment Report. Taylor County seeks a review of its existing facilities, how they are utilized and what, if any, consolidations or rearrangements might improve delivery of County services and / or reduce long term costs. The goal is to determine potential areas for consolidation to improve the efficiency (both cost and personnel) of the county. The product of the work will be long term (25 year) and short term (5 year) strategies for facility planning. The Report shall include a proposed list of facilities that should be retained, repurposed, consolidated, or surplusd with projected costs or revenues incurred by the implementation of such recommendations.

##### **Scope of work:**

Professional services shall include a comprehensive compilation of all county owned and leased properties into an electronic spatial database, and provide recommendations for long term and short term strategies for facility planning.

Taylor County shall provide the documents and data, if in existence, necessary to aid in the preparation of the Space Planning/ Facilities Assessment Report.

## **2.2.2 RECOMMENDATIONS**

The CONSULTANT shall provide the following recommendations:

- a. Possible consolidation of services at county owned facilities.
- b. Building improvements necessary to implement proposed consolidations.
- c. Modifications to existing county owned facilities to improve energy efficiency.
- d. Modifications to existing county owned facilities to improve security.
- e. Relocation of county resources/ services into county owned facilities. Recommendations for relocation of county resources shall address the needs of the services to be relocated relating to physical (spatial and geographic), professional, technological, security, and privacy requirements.
- f. Possible opportunities to meet the County's space needs through the acquisition and renovation of existing non-county owned facilities and/or construction of new facilities.
- g. Prioritization of recommendations.
- h. Estimated cost of changes and estimated payout period

## **2.2.3 DATABASE**

Develop an electronic spatial database for use by Taylor County.

## **2.2.4 REPORTS**

During the course of the Project the Consultant shall be required to deliver drafts to the County. Once the County has approved the drafts, the Consultant shall organize a final product to be delivered to the County for final review and acceptance. The Consultant shall provide two originals (in color), and one electronic version in PDF file format.

## **2.2.5 CLIENT AND PUBLIC MEETINGS**

Consultant may be required to make appearances at public hearings or public meetings before the Board of County Commissioners and any other requirements as provided for in contract documents, State and Federal laws.

## **2.3 SCHEDULE**

The CONSULTANT shall submit a schedule of all deliverables for review and approval by the County Administrator, Taylor County.

The Space Planning/ Facilities Assessment Report shall be completed within ONE HUNDRED AND EIGHTY (180) days from date of Notice to Proceed.

## **2.4 COMPLETION DATE**

Time is of the essence in this contract. Both parties acknowledge that the Project must be completed, as per schedule, no later than one hundred and eighty (180) days from date of Notice to Proceed. Delay in completion shall be considered a breach of the contract.

**2.5 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES**

The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its subconsultants, or both.

**2.6 WRITTEN NOTICE**

Any notices sent by the parties shall be deemed to have been duly served if delivered in person to the individuals and addresses listed below, or if delivered or sent by first class mail, certified, return receipt, or by courier with proof of delivery. All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONSULTANT. The correspondence shall be directed to:

Dustin Hinkel  
County Administrator  
201 East Green Street  
Perry, Florida 32347

Notice to the CONSULTANT shall be delivered to:

**ARTICLE III**

**ADDITIONAL SERVICE**

- 3.1** The services described in this Article III are not included in Basic Services. They shall be paid for by the Board of County Commissioners as an addition to the compensation paid for the Basic Services but only if approved by the Board of County Commissioners before commencement, and are as follows:

A. Providing services of CONSULTANT for other than the previously listed scope the Project provided as a part of Basic Services and pursuant to written approval by Project Management

- 3.2** If Additional Services are required, the COUNTY shall issue a letter requesting and describing the requested services to the CONSULTANT. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONSULTANT proceed with the Additional Services.

- 3.2a For any additional services the CONSULTANT shall respond with a fee proposal to perform the requested services.

#### ARTICLE IV OWNER'S RESPONSIBILITIES

- 4.1 OWNER shall provide the CONSULTANT with the documents and data listed in Article II, section 2.2.1, to aid in the preparation of the Space Planning/ Facilities Assessment Report.
- 4.2 OWNER shall designate Taylor County Administration Department to act on the OWNER'S behalf with respect to the Project. The OWNER or Administration Department shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.
- 4.3 Prompt written notice shall be given by OWNER through Administration Department to CONSULTANT if OWNER becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.6.
- 4.4 The OWNER shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONSULTANT'S services and work of the contractors.
- 4.5 The OWNER'S review of any documents prepared by the CONSULTANT or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER' criteria, as, and if, modified. No review of such documents shall relieve the CONSULTANT of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.
- 4.6 Information requested by CONSULTANT that may be of assistance to the CONSULTANT and to which the OWNER has immediate access will be provided as requested.

#### ARTICLE V INDEMNIFICATION AND HOLD HARMLESS

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The CONSULTANT covenants and agrees to indemnify, and hold harmless Taylor County and Taylor County Board of County Commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Taylor County, and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by CONSULTANT or its



Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the CONSULTANT, its Subcontractor(s) in any tier, their officers, employees, servants and agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of Consultant's failure to purchase or maintain the required insurance, CONSULTANT shall indemnify OWNER from any and all increased expenses resulting from such delay. Should any claims be asserted against OWNER by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONSULTANT, CONSULTANT agrees and warrants that CONSULTANT shall hold the County harmless and shall indemnify it from all losses thereby and shall further defend any claim or action on the OWNER'S behalf.

The first ten dollars (\$10.00) of remuneration paid to the CONSULTANT is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

## ARTICLE VI PERSONNEL

### 6.1 PERSONNEL

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

NAME	FUNCTION
------	----------

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. If they are replaced CONSULTANT shall notify COUNTY of the change immediately. All consultants assigned by the CONSULTANT to perform any service concerning the project shall execute the following forms, original signed forms and licenses shall be delivered to COUNTY prior to beginning any work on the project:

Non-Collusion Affidavit

Copies of all professional and occupational licenses shall be submitted

## ARTICLE VII COMPENSATION

### 7.1 CONTRACT SUM

The COUNTY shall pay the CONSULTANT for performance of this Agreement the sum of

### 7.2 PAYMENTS

#### 7.2.1 Unless otherwise provided for in paragraph 7.1 above, for its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid pursuant to the Florida Prompt Payment Act.

- (A) If the CONSULTANT'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONSULTANT shall be equitably adjusted, either upward or downward.
- (B) As a condition precedent for any payment due under this Agreement, the CONSULTANT shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered and due hereunder. The CONSULTANT'S invoice shall describe with reasonable particularity the service rendered. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought at the COUNTY may require
- (C) The CONSULTANT will be required to submit a detailed FEE SCHEDULE with each invoice for COUNTY approval.

### 7.3 REIMBURSABLE EXPENSES

*Reimbursable expenses shall not be included in this contract.* Non-reimbursable expenses include but are not limited to; travel, lodging, food, mileage, parking, and printing.

### 7.4 BUDGET

#### 7.4.1 The CONSULTANT may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by COUNTY'S Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the COUNTY'S Board of County Commissioners.

- 7.4.2** The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board County Commissioners and the approval of the Board members at a time of contract initiation and its duration.

## ARTICLE VIII INSURANCE

- 8.1** The CONSULTANT shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. Professional Liability Insurance shall also be maintained as specified. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT'S failure to or maintain the required insurance, the CONSULTANT shall indemnify the COUNTY from any and all increased expenses resulting from such delay.
- 8.2** The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to do business in the State of Florida and that has an agent for service of process within the State of Florida. The insurance certificate shall contain an endorsement providing thirty (30) days notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the
- 8.3** CONSULTANT shall obtain and maintain the following policies:
- A. Workers' Compensation insurance as required by the State of Florida.
  - B. Employer's Liability Insurance with limits of Five Hundred Thousand Dollars (\$500,000) per Accident, Five Hundred Thousand Dollars (\$500,000) Disease, policy limits, Five Hundred Thousand Dollars (\$500,000) Disease each employee.
  - C. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with Three Hundred Thousand Dollars (\$300,000.00) combined single limit and Three Hundred Thousand Dollars (\$300,000.00) annual aggregate.
  - D. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the CONSULTANT or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with Five Hundred Thousand Dollars (\$500,000) per occurrence and annual aggregate.

- E. Professional liability insurance of Five Hundred Thousand Dollars (\$500,000.00) per claim and One Million Dollars (\$1,000,000.00) annual aggregate. If the policy is a "claims made" policy, CONSULTANT shall maintain coverage or purchase a "tail" to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.
- F. COUNTY shall be named as an additional insured with respect to CONSULTANT'S liabilities hereunder in insurance coverage identified in Paragraphs C and D.
- G. CONSULTANT shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for subconsultants.
- H. CONSULTANT shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including naming the COUNTY as an additional insured by Section 12.1.3 including any subsection thereunder. The COUNTY reserves the right to require a certified copy of such policies upon request.

## ARTICLE IX MISCELLANEOUS

### 9.1 SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

### 9.2 OWNERSHIP OF THE PROJECT DOCUMENTS

The documents prepared by the CONSULTANT for this Project shall become the property of the COUNTY upon payment in whole and in part of sums due consultant and may be reproduced and copied without acknowledgement or permission of the CONSULTANT.

### 9.3 SUCCESSORS AND ASSIGNS

The CONSULTANT shall not assign its right hereunder, except its right to payment, shall it delegate any of its duties hereunder without the written consent of the COUNTY. Subject to the provisions of the immediately preceding

sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

#### 9.4 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

#### 9.5 TERMINATION

Either party hereto may terminate this Agreement upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. The COUNTY may terminate this Agreement without cause upon giving seven (7) days written notice to the CONSULTANT. If the COUNTY utilizes this provision, the termination shall supersede any obligation under paragraph 9.15. Termination expenses shall be paid and shall include all expenses until date of termination and any additional services required in order to stop performance of services, subject to audit for verification.

#### 9.6 CONTRACT DOCUMENTS

This contract consists of this Agreement, the CONSULTANT'S response to the Request for Qualifications for Space Planning/ Facilities Assessment Report, Taylor County, Florida, the documents referred to in the Agreement as a part of this Agreement, and attachments. **(list attachments/appendices)** In the event of any conflict between any of the contract documents, the one imposing the greater burden on the CONSULTANT will control.

#### 9.7 PUBLIC ENTITIES CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on contracts to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on convicted vendor list.

By signing this Agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery all monies paid hereto, and may result in debarment from COUNTY'S competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONUSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

## **9.8 MAINTENANCE OF RECORDS**

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the OWNER or County Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

## **9.9 GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and CONSULTANT agree that venue shall lie in Taylor County, Florida, in the appropriate court or before the appropriate administrative body. The Parties waive their rights to a trial by jury. The COUNTY and CONSULTANT agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

## **9.10 SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and

each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that come as close as possible to the intent of the stricken provision.

#### **9.11 ATTORNEY'S FEES AND COSTS**

The COUNTY and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, as an award against the non-prevailing party, and shall include reasonable attorney's fees and courts costs, in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Taylor County. The OWNER and CONSULTANT agree that nothing in this Agreement obligates them to Arbitration, and they agree to Mediation of disputes instead of Arbitration.

#### **9.12 BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

#### **9.13 AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

#### **9.14 CLAIMS FOR FEDERAL OR STATE AID**

N/A.

#### **9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

OWNER and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 15 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties,

then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.



## 9.16 COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, OWNER and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

## 9.17 NONDISCRIMINATION

CONSULTANT and OWNER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONSULTANT or OWNER agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Taylor County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

**9.18 COVENANT OF NO INTEREST**

CONSULTANT and OWNER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**9.19 CODE OF ETHICS**

OWNER agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**9.20 NO SOLICITATION/PAYMENT**

The CONSULTANT and OWNER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONSULTANT agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**9.21 PUBLIC ACCESS.**

The CONSULTANT and OWNER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT and OWNER in connection with this Agreement; and the OWNER shall have the right to unilaterally cancel Agreement upon violation of this provision by CONSULTANT.

**9.22 NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONSULTANT and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of

immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

## **9.23 PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

## **9.24 LEGAL OBLIGATIONS AND RESPONSIBILITIES**

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to extent permitted by the Florida constitution, state statute, and case law.

## **9.25 NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CONSULTANT and the OWNER agree that neither the CONSULTANT nor the OWNER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

## **9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION**

CONSULTANT agrees to execute such documents as OWNER may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by CONSULTANT shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate,

complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

#### **9.27 NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Taylor County in his or her individual capacity, and no member, officer, agent or employee of Taylor County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

#### **9.28 EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)

Attest: Annie Mae Murphy, Clerk

By:

Clerk

(Seal)

Attest:

Witness for CONSULTANT

Sign:

Print:

Title:

Date:

Address: \_\_\_\_\_

**BOARD OF COUNTY  
COMISSIONERS  
COMMISSIONERS OF  
TAYLOR COUNTY, FLORIDA**

By: \_\_\_\_\_

Jody DeVane, Chairman

CONSULTANT

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)  
  
Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and  
(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_,  
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity  
named above is \_\_\_\_\_.
4. 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 with 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.
5. 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 or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. 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 in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair 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.
7. I understand that a “person” as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of

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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 in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor 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 the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)
- \_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_

day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_