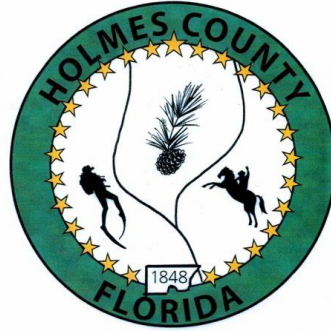


HOLMES COUNTY BOARD OF COUNTY  
COMMISSIONERS



**INVITATION TO BID (ITB) NO: 2022-01**  
**MULTIPURPOSE AGRICULTURE AND**  
**PUBLIC FACILITY**

**MAIL OR DELIVER RESPONSES TO:**  
*(hand-delivery or express mail services)*

Holmes County Board of County  
Commissioners  
ATTN: ITB 2022-01  
107 E Virginia St  
Bonifay, FL  
32425

**Contact:**

Katie Taff, Consultant  
Liberty Partners of Tallahassee,  
LLC

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## **ITB 2022-01 Multipurpose Agriculture and Public Facility**

### **INTENT AND GENERAL INFORMATION**

Holmes County, Florida through Invitation to Bid No. 2022 is soliciting bids from qualified businesses registered to do business in the State of Florida to provide construction of a new multipurpose agriculture and public facility in Holmes County, Florida. The Board of County Commissioners invites interested vendors to bid.

This ITB intends to enter a contract with the successful Bidder to begin upon approval of the Board of County Commissioners and the issuance of a Notice to Proceed (NTP), for the Work.

Firms interested in preparing a bid for this ITB must complete the requirements outlined in this ITB, its attached documents, and documents incorporated by reference (collectively referred to as the "ITB"). Under the bid process of Holmes County, the conditions set forth herein are binding on the Bidder as confirmed by the signature of a person with legal authority to bind the Bidder on the cover letter transmitting its Bid to the County in response to this ITB.

If this ITB is amended, the County will issue an appropriate addendum to the ITB. If an addendum is issued, all terms and conditions of this ITB that are not specifically modified in the addendum shall remain unchanged. An addendum to this ITB will be issued if any of the dates and/or times change unless the date(s) falls after the date the ITB Bid(s) are due. Specific dates/times will be determined at each phase.

It is understood and the Bidder hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this ITB. Failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. Bidders are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Bidder's risk.

The County reserves the right to reject any Bid found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this ITB to protect its best interests. The County is not liable for any costs incurred by the Bidder in preparing its response, nor is a response an offer to contract with any Bidder. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the ITB, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the ITB. It is the responsibility of the Bidder to include in its Bid all pertinent information in accordance with the objectives of the ITB.

## ITB 2022-01 Multipurpose Agriculture and Public Facility

Bidders interested in the Work are instructed to submit **one (1) original hard copy and one (1) electronic copy** (CD or USB flash drive) of its **complete** Bid Proposal in accordance with this ITB, no later than, unless otherwise changed through an addendum to this ITB, to the HOLMES COUNTY BOARD OF COUNTY COMMISSIONERS' OFFICE, 107 EAST VIRGINIA AVE, BONIFAY, FL 32425. Bids received after this date and time will not be considered and shall be returned unopened.

- **Holmes County is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **Holmes County enforces open and fair competition.**

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call 850-547-1119 at least five (5) working days before any response, opening, or meeting. If you are hearing or speech impaired, please contact the County office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

The ITB and any addenda issued are available on the Holmes County website at <https://holmescountyfla.com> or by contacting the County at 850-547-1119. All questions about this ITB should be submitted in writing in accordance with the ITB instructions set forth in Section 1.1 of the ITB.

### **SECTION 1.0 SCHEDULE OF EVENTS**

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

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

<b><i>Event</i></b>	
Bid Advertisement Date:	February 9, 2022
Release of Invitation to Bid	February 4, 2022
Technical Questions Due from Prospective Bidder	February 22, 2022
Responses to technical questions due	February 28, 2022
BIDS DUE TO BOCC	March 10, 2022
Posting of Intended Award	March 15, 2022
Board Consideration of Intended Award	March 15, 2022
Posting of Notice of Award	March 16, 2022

## ITB 2022-01 Multipurpose Agriculture and Public Facility

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

### **Technical Questions:**

Contact Katie Taff, Director of Grants Management, Consultant  
Liberty Partners of Tallahassee, LLC  
katie@libertypartnersfl.com

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

- 1.2 All **Bids** and all attachments must be bound and delivered **SEALED** to the County at the address shown below no later than the time and date set for receipt of bids in Section 1.0, Schedule of Events.

Deliver or mail the bid in a sealed envelope/package to:

**HOLMES COUNTY ADMINISTRATION OFFICE**  
**ATTN: ITB 2022-01**  
**107 E. Virginia St.**  
**Bonifay, FL 32425**

- 1.3 The front lower-left corner of each SEALED envelope/package shall contain the following Information for proper identification:

MULTI-USE AGRICULTURE AND PUBLIC FACILITY PROJECT ITB 2022-01 ATTENTION: KATIE TAFF
--

- 1.4 All Bids received will be recorded and date stamped at the Holmes County Board office located at 107 E Virginia Ave. Bonifay, Florida 32425. The responsibility for submitting the Bid to the County Administration Office no later than the specified time and date is solely that of the Bidder. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.

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- 1.5 Submission of Bids by fax or other electronic means will not be accepted. Late Bids will not be accepted, i.e., any Bid submitted/received after March 10, 2022 unless otherwise changed through the issuance of an addendum to this ITB.
- 1.6 Any bids received after the stated time and date will not be considered. Late bids shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the Bidder's request and expense.
- 1.7 A Bid may be withdrawn or modified only by written notification from the Bidder before the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.

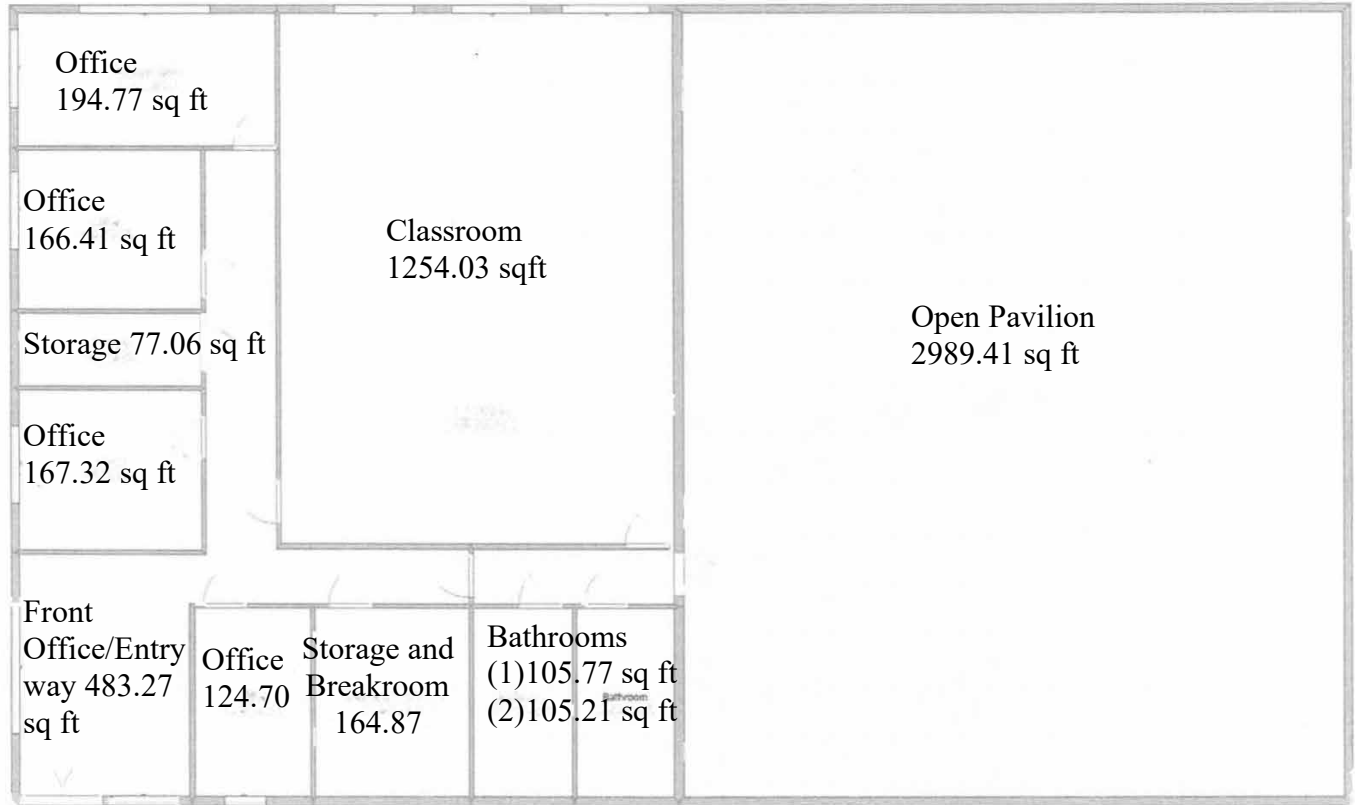
### **SECTION 2.0 CONE OF SILENCE**

- 2.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement date of
- 2.2 The prospective Bidder shall not have any communication with any County officers, an agent, or employees regarding this ITB or project. No interpretation of the meaning of the plans, specifications or ITB shall be made to a Bidder orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such requests for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. All such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 1.0 Schedule of Events. Such writing addenda shall be binding on the Bidder and shall become part of the ITB document (s).

### **SECTION 3.0 SCOPE OF WORK**

- 3.1 The bidder will be responsible for providing details on each subcontractor required to perform work under this invitation to bid.
- 3.2 The scope of work as defined in this invitation will be to provide the following:
  - 3.2.1 Removal of existing pole barn in a manner that will allow reinstallation in a new location.
  - 3.2.2 Construction of a new 60x125 metal building to include meeting rooms, office space, and an open-air space for classrooms and a pavilion.
  - 3.2.3 The detailed drawing and layout is provided below.

## ITB 2022-01 Multipurpose Agriculture and Public Facility



- 3.3 A detailed bid tabulation sheet (Attachment XX) should accompany the response to include itemize all task and deliverables. The bidder shall determine price of each line item separately in the event of price inflation due to the economic times we are in.

**SECTION 4.0 BID RESPONSE REQUIREMENTS**

**Overview**

- 4.1 The County has established certain mandatory requirements that must be included as part of any Bid. The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition. The words “should” or “may” in this ITB indicate desirable attributes or conditions but are permissive. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Bid.
- 4.2 Bids not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as to request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies are impossible, or those which affect the competitiveness of replies or the cost to the County. A Bidder whose Bid, past performance, or status that does not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsive.
- 4.3 The County reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the Board of County Commissioners may reject any Bids and seek new Bids when it is in the best interest of the County to do so.
- 4.4 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form, for a Bid by a/an:
- 4.5 A partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.



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- 4.6 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.
- 4.7 The individual shall show the Bidder's name and business address.
- 4.8 Bid by a joint venture shall be executed by each joint venture member in the manner indicated on the Bid Form. The official address of the joint venture must be provided on the Bid Form.
- 4.9 All names shall be printed in ink below the signatures.
- 4.10 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers, and dates of which shall be filled in on the Bid Form.
- 4.11 The postal and email addresses and telephone numbers for communication regarding the Bid shall be shown.
- 4.12 A Bidder seeking to do business with the County shall, at the time of submitting a Bid, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located, or Bidder shall covenant in writing to obtain such qualification before award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

### **Instructions to Bidders**

- 4.13 The Bid should address the requirements in a clear and concise manner in the order stated herein.
- 4.14 Bids must be tabbed as follows and must include the information/documents specified in the applicable tab. Bids that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.
- 4.15 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 4.16 Bids should be typed. No changes in or corrections to Bids will be allowed after the Bids are opened.

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- 4.17 The signer of the Bid must declare that the Bid in all respects is fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.
- 4.18 The County shall not be liable for any costs incurred by Bidder before entering a contract. Therefore, all Bidders are encouraged to provide a simple, straightforward, and concise description of their ability to meet the ITB requirements.

### **BID CONSTRUCTION**

Bidders shall construct their Bid in the following format as outlined and a tab must separate each section as prescribed.

#### **PROPOSAL TRANSMITTAL FORM ON THE FIRM LETTERHEAD (APPENDIX A)**

All signatures must be by an individual with authority to legally bind the Bidder, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Proposal Transmittal Form does not have apparent authority to legally bind the Bidder, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web page (s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification numbers have been provided.

#### **TAB 1 – QUALIFICATIONS, EXPERIENCE, AND ABILITY OF PROFESSIONAL PERSONNEL**

The Bidder shall provide a history of the organization, its areas of expertise and show the individual(s) providing these services will fulfill the needs of the BOCC if awarded a contract according to this ITB. Provide an organizational profile of the firm and five (5) years of experience for the “Work”, and a list of professional staff, years with the firm, and a brief bio that may be assigned to a project and any professional certifications or licenses held.

#### **TAB 2 – EXPERIENCE FOR SIMILAR PROJECTS**

Provide a list of each similar project worked on within the last five years, which must include the project description, location, dates, and team members.

#### **TAB 3 – REQUIRED FORMS DOCUMENTS AND CERTIFICATIONS (APPENDIX C)**

The following forms must be filled out and signed by a person with authority to bind the Bidder:

- C-1: Indemnification and Hold Harmless Statement
- C-2: Public Entity Crimes Sworn Statement
- C-3: Equal Employment Opportunity/Affirmative Action Statement
- C-4: Drug-Free Workplace Certification
- C-5 Discloser Statement, Conflict of Interest Discloser
- C-6 : Non-Collusion Affidavit
- C-7 : Ethics Clause Certification

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C-8: Proposed Subcontractors\* and Services to Be Performed

***\*The Bidder Shall Not Award Work to Subcontractor(s) more than 50% of the Base Contract***

C-9: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

C-10: E-Verify Compliance Certification

C-11: Insurance Verification

C-12: References/Conflicts

C-13: Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

C-14: Comments on Proposed Contract

### **TAB 4 – EXPERIENCE FOR SIMILAR PROJECTS AND QUALIFICATION QUESTIONNAIRE (APPENDIX D)**

Provide a list of similar projects worked on in the last 5 years including the project description, location, dates, and team members, and include the Qualification to Bid Application and Questionnaire.

### **TAB 5 - PROPOSED PRICING INFORMATION (REF: APPENDIX B)**

Each Bidder shall use the prescribed Work Write-Up/Bid Form and will be provided at the Mandatory Pre-Bid Conference. All bid prices must be based on the approved activities as determined which all bidders choosing to bid \ must attend. Pricing information must be submitted on the designated forms and signed by the appropriate parties. Any Work Write-up addendums must also be acknowledged by the bidder and pricing must be submitted on the corresponding form(s).

## **SECTION 5.0 BID OPENING**

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

## **SECTION 6.0 EVALUATION OF BIDS AND SELECTION PROCESS**

- 6.1 Bidders who satisfy the required qualifications and are deemed responsible Bidders and who timely submit a responsive Bid will be considered by the County. Bids received from prospective Bidders who have been suspended or debarred will not be accepted or considered.

## **ITB 2022-01 Multipurpose Agricultural and Public Facility**

- 6.2 As provided in the Holmes County Procurement policy as recorded in the code of ordinances, the county may consider the following factors in addition to price when determining whether a Bidder is responsive and responsible:
- a. Ability, capacity, and skill of the Bidder to perform the contract.
  - b. Whether the bidder can perform the contract within the time specified, without delay, interference, or conflict with the current workload.
  - c. Character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
  - d. Quality of performance of previous contracts.
  - e. Previous and existing compliance by the vendor with laws and regulations relating to the contract.
  - f. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.
  - g. Quality, availability, and adaptability of the supplies or contractual services to the particular use required.
  - h. The ability of the Bidder to provide further maintenance and service for the use of the subject of the contract, if applicable.
  - i. Number and scope of conditions attached to the bid or quote.
  - j. Qualifications of personnel, licensing, and corporate qualifications.
  - k. Evidence of improper litigation.
  - l. Use of one or more subcontractors with a record of poor performance.
- 6.3 For this section, the county may consider evidence from the five years preceding the subject bid.
- 6.4 In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the county administrator or designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, to bring the bid within the number of available funds. After award of this Bid, the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At Contract renewal time(s) or in the event of significant industry-wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if, in its sole judgment, the County considers such adjustments to be in its best interest.
- 6.5 The County reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The County further reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

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- 6.6 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 6.7 In evaluating Bids, the County will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or before the Notice of Award.
- 6.8 In evaluating Bidders, the County will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 6.9 The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract documents. Any Bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include but is not limited to fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.
- 6.10 If the Contract is to be awarded, the County will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to offer the award.
- 6.11 Responses to this ITB not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. In the best interest of the County, the Holmes Board of County Commissioners reserves the right to reject any responses or waive any minor irregularity or technicality in responses received. Bidders are cautioned to make no assumptions unless their response has been deemed responsive.
- 6.12 Whenever two or more Bids, which are equal with respect to price, quality, and service, are received for procurement of commodities or contractual services, from responsive and responsible Bidders the following steps will be taken to establish the award to the lowest Bidder. This method shall be used for all ties.

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### **Step 1: Local Businesses:**

Between a Local Business and a Non-Local Business, a Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Local Business.

### **Step 2 Drug-Free Workplace:**

After step 1 if all is equal, the Bidder with a Drug-Free Workplace program shall be given preference, over a Bidder with no Drug-Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug-Free Workplace program. To have a drug-free workplace program, a business shall comply with the requirements of § 287.087, F.S.

### **Step 3 Coin Flip:**

At the conclusion of Step 1, and Step 2 if all is equal, the Contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine the outcome.

When the tie has been broken according to the above procedures, the Contract award, or the first opportunity to negotiate, as applicable, shall be made.

If an award or negotiation is unsuccessful with the initial Bidder, award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of the next lowest Bidder if necessary.

When the County gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract with the other Contract Documents which are identified in the Contract as attached thereto. Within two (2) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to the County. The County shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## **SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION**

- 7.1 The County reserves the right to incorporate the successful Bid into the Contract. Failure of a Bidder to accept this obligation may result in the cancellation of the award. The Contract document and its exhibits are included as Appendix D, which is attached hereto and incorporated herein by reference.
- 7.2 The construction, interpretation, and performance of this ITB and all transactions under it shall be governed by the laws of the State of Florida and Holmes County. The Contract shall include all terms and conditions of this ITB, any addenda, response, and the County's contract issued because of this ITB.
- 7.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject all bids and

## ITB 2022-01 Multipurpose Agricultural and Public Facility

waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for the basis of the award. The County reserves the right to award to one or multiple Bidders at its discretion.

- 7.4 The Successful Bidder will be required to assume responsibility for all services offered in the Bid. The County will consider the Successful Bidder to be the sole point of contact concerning contractual matters, including payment on any or all charges.
- 7.5 After the successful posting of the award for 72 hours, the Successful Bidder will be required to enter the contract with the County.

### **SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)**

1. Definitions
2. Florida Public Records Law and Confidentiality
3. Procurement Challenges
4. Contract
5. Insurance Requirements and Bond Requirements

#### **8.1 Definitions**

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

***The award*** means the determination of a successful Bidder(s) in response to this ITB, resulting in an offer of a contract to perform the services according to the ITB and their bid.

***County*** means the Holmes Board of County Commissioners (BOCC) and its employees.

***Contract*** means the legally enforceable document agreed to and signed by the County and successful Bidder(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix D and incorporated herein.

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

***Bidder*** means any firm, individual, or organization submitting a Bid in response to this ITB.

***Successful Bidder*** means a Bidder who is Awarded a Contract because of the Bid submitted in response to this ITB.

***Bid Bond*** means an insurance agreement in which a third party agrees to be liable to

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pay a certain amount of money if a selected vendor fails to accept the contract as bid. If required, a bid bond/deposit shall be for 5% of the amount of the bid.

**Payment bond** means a bond that assures that the subcontractors, laborers, material suppliers will receive payment for the services and products used to fulfill the contract.

**Performance bond** means a bond to assure satisfactory performance of the terms of the contract.

**Work** or **SOW** means the scope of work and/or services.

**Engineer** means the engineer/engineering firm responsible for preparing the Construction Drawings and Specifications.

**Local Business** means a business that has a current business tax receipt issued by Holmes County, if required, and has its principal office located within Holmes County currently and for the six (6) month period immediately preceding submission of a response to a Competitive Procurement.

### **8.2 Florida Public Records Law and Confidentiality**

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

Should the Bidder provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Bidder shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

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



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

### **8.3 Procurement Challenges**

Any Bidder who desires to formally protest shall follow the procedures outlined in the Holmes County Procurement Policy Section IV Guidelines (8.) (g.) which is incorporated by reference.

### **8.4 Construction and Venue**

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the ITB, Successful Bidder's Bid, and subsequent Contract shall be complied with by the Parties, but only to the extent, they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. ITB and all its addendums and attachments
- c. Successful firm's Bid

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

### **8.5 Contract**

The Successful Bidder will be required to enter the contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix D and incorporated herein by reference.

Any exceptions to the proposed Contract must be noted in Bid Form C-14 (Appendix C). The County is under no obligation to modify the proposed Contract to conform to the Successful Bidder's Contract exceptions. Contingent Bids will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Bidder must provide this information to the County at the time of

## **ITB 2022-01 Multipurpose Agricultural and Public Facility**

submission of technical questions, as outlined in the Schedule of Events to obtain a determination from the County regarding the proposed exception. If a Bidder's exception and modification are rejected by the County during the technical question portion of the Bid process and the Bidder later submits a Bid, Bidder shall be deemed to have accepted this Contract provision.

### **8.6 Insurance Requirements**

Insurance Verification Requirements – See Appendix D, Exhibit F.

### **8.7 Federal Funding Requirements**

Funding used to procure this contract will be federal funding and all Bidders should be made aware of provisions outlines in 2CFR 200.

- a. All non-Federal entity's using federal funds must conform to the procurement standards identified in 2 CFR §§ 200.317 through 200.327.
- b. Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- c. The Non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.
- d. If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain.
- e. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.
- f. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

**LEGAL ADVERTISEMENT**

**HOLMES COUNTY BOARD OF COUNTY  
COMMISSIONERS**

***CONSTRUCTION OF  
MULTIPURPOSE AGRICULTURE AND PUBLIC  
FACILITY***

**INVITATION TO BID NO. ITB-2022-02**

**ADVERTISEMENT BEGIN DATE:**

**Thursday, February 10, 2022**

**ITB RELEASE DATE: Thursday, February 4, 2022**

Sealed proposals to provide medical equipment will be received at the office of the Board of County Commissioners, 107 E. Virginia St, Bonifay, FL 32425; until **March 1, 2022**, Local Time, on **11:00 am CST** at which time the proposals will be opened and read aloud. Proposals received after said time will be returned unopened.

The principal features of this procurement by the County are known as **MULTIPURPOSE AGRICULTURE AND PUBLIC FACILITY**. The specifications of this procurement are stated in the **ITB 2022-01**.

The ITB and any addenda issued will be posted to the County's Website at [www.holmescountyfl.com](http://www.holmescountyfl.com) or can be obtained by contacting the Katie Taff, Consultant (850) 694-9039 or [katie@libertypartnersfl.com](mailto:katie@libertypartnersfl.com).

All technical inquiries and clarification requests shall be submitted in writing to Katie Taff at [katie@libertypartnersfl.com](mailto:katie@libertypartnersfl.com) in accordance with the ITB. Verbal clarifications will not be provided.

***Holmes County is an Equal Opportunity Employer  
MBE/WBE businesses are encouraged to participate***

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call Holmes County Administration Office at 850-547-1119 at least five (5) days before any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Administration Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

## ITB 2022-01 Multipurpose Agricultural and Public Facility

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for 36 months from the date of being placed on the convicted vendor list.

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

Holmes County does not discriminate based on race, color, national origin, sex, religion, age, marital status, and disability/handicapped status in employment or provision of service.

***Holmes County is an Equal Opportunity Employer  
MBE/WBE businesses are encouraged to participate***

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call Holmes County Administration Office at 850-547-1119 at least five (5) days before any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Administration Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

**ITB 2022-01 MULTIPURPOSE AGRICULTURE AND PUBLIC FACILITY  
BID PROPOSAL FORM 1  
PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)**

The Board of County Commissioners, Holmes County, reserves the right to accept or reject any and/or all proposals in the best interest of Holmes County.

EARL STAFFORD,  
Chairman

This Proposal in response to RFP 2022-01 is submitted by the below named firm/individual by the undersigned authorized representative.

\_\_\_\_\_  
(Firm Name)

BY \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_

FEID # \_\_\_\_\_

LISTING OF ANY CERTIFICATIONS OR LICENSES

HELD:

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

To: BOARD OF COUNTY COMMISSIONERS OF HOLMES COUNTY, FLORIDA (hereinafter called the "COUNTY")

The undersigned, as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #4 dated \_\_\_\_\_ Initials \_\_\_\_\_

Bidder proposes, and agrees if this Proposal is accepted, Bidder will contract with the COUNTY in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the COUNTY as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents.

**ITB 2022-01 MULTIPURPOSE AGRICULTURE  
AND PUBLIC FACILITY BID PROPOSAL  
FORMS 2**

**INSERT SUNBIZ INFORMATION HERE:**

**ITB 2022-01 MULTIPURPOSE AGRICULTURE  
AND PUBLIC FACILITY  
BID PROPOSAL FORMS 3**

Full Company Name of Bidder: \_\_\_\_\_

Main Business Address: \_\_\_\_\_  
(including city, state and zip)

Business Telephone and Fax Numbers: \_\_\_\_\_

Contact Name: \_\_\_\_\_

State Contractor's License# \_\_\_\_\_

**ITB 2022-01 MULTIPURPOSE AGRICULTURE AND PUBLIC  
FACILITY  
BID PROPOSAL FORMS 4**

**INSERT BID BOND HERE**



**ITB 2022-01 MULTIPURPOSE AGRICULTURE AND PUBLIC FACILITY  
QUALIFICATION QUESTIONNAIRE  
BID PROPOSAL FORMS 5**

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

1. What is the firm's current Florida General Business Number?

\_\_\_\_\_

2. How many years has your organization been in business ?

\_\_\_\_\_

3. Describe and give contact information of current projects that you have underway. Do you have a project(s) underway which might interfere with the start of this Work and completion on schedule?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. List projects and provide a brief description that you have completed similar in type, size, and nature as the one proposed. Note: Projects may be larger than this project.

- a. Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_ Contract Value: \_\_\_\_\_  
Team Members: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

- b. Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_

Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_ Contract Value: \_\_\_\_\_  
Team Members: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

c. Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_ Contract Value: \_\_\_\_\_  
Team Members: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

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

Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_

6. List the projects completed within Holmes County in the past (3) years.

\_\_\_\_\_  
\_\_\_\_\_

7. Have you ever failed to complete work awarded to you? If so, where and why?

\_\_\_\_\_

- 
8. Bidders must disclose and provide a description of any and all conflicts occurring in the past seven (7) years with any contracts, projects, or clients. Conflicts include, but are not limited to, payment disputes, quality of work disputes, failure to timely perform, lawsuits, administrative proceedings, claims or threatened claims on bonds, and other matters that may call into question the Bidder's ability to assure a quality and good faith performance. Poor or unacceptable past performance may result in a Bidder being deemed "not responsible." Failure to disclose relevant Conflict information may result in termination for a breach of contract.

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

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9. State the true and exact, correct, and complete name under which you do business. BIDDER IS (select one):

**A SOLE PROPRIETORSHIP, PARTNERSHIP OR CORPORATION**

---

(Bidder Name)

---

(Address)

By \_\_\_\_\_ (Printed name of person authorized to sign)

---

(Title)

---

(Authorized Signature)

Phone No.: \_\_\_\_\_

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

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Signature and Title of Person Submitting Application

Date

BID PROPOSAL FORMS

**Forms after this page do not need to be submitted with the bid proposal. They are supplied for reference only. Only the winning bidder will be required to complete forms in concurrence with the construction agreement.**

**Appendix C1: INDEMNIFICATION AND  
HOLD HARMLESS**

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

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

Name: \_\_\_\_\_

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

Firm: \_\_\_\_\_

**Appendix C2: PUBLIC ENTITY CRIMES SWORN  
STATEMENT**

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

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

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

By : \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name of entity submitting sworn statement]

Whose business address is: \_\_\_\_\_

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

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

\_\_\_\_\_ .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of, 20\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
(Type of identification)

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

Notary Public - State of \_\_\_\_\_

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

\_\_\_\_\_  
Printed, typed,  
or stamped commissioned name of notary public



**Appendix C3:**  
**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
  
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

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

Name: \_\_\_\_\_

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

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Appendix C4:**  
**DRUG FREE WORKPLACE CERTIFICATION**

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

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

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

VENDOR \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**Appendix C5: DISCLOSURE STATEMENT CONFLICT OF  
INTEREST DISCLOSURE**

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

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

_____	_____
_____	_____

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

_____	_____
_____	_____

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_

Date

**Appendix C6: NON-COLLUSION  
AFFIDAVIT**

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

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Holmes County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,  
  
\_\_\_\_\_  
(Name of Corporation, Partnership, Individual, etc.)  
a , \_\_\_\_\_ formed under the laws of \_\_\_\_\_  
(Type of Business) (State or Province)  
of which he is . \_\_\_\_\_  
(Sole partner, president, etc.)
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Holmes County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_  
AFFIANT'S NAME

\_\_\_\_\_  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_ day of 20\_\_.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

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

## **Appendix C7: ETHICS CLAUSE CERTIFICATION**

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Name of Company/Organization

\_\_\_\_\_  
Address of Company/Organization

**Appendix C8:**  
**LIST OF PROPOSED SUBCONTRACTORS AND**  
**SERVICES TO BE PERFORMED**

<b>Subcontract 1</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 2</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 3</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 4</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 5</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 6</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>

**Appendix C9: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

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

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

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

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Signature

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Title

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Contractor/Firm

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Address

**Appendix C10:**  
**E-VERIFY COMPLIANCE CERTIFICATION**

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

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Appendix C11: INSURANCE VERIFICATION  
REQUIRED POLICY ENDORSEMENTS AND  
DOCUMENTATION**

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

**Deductibles and Self-Insured Retentions**

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage-  
General Liability & Automobile Liability

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

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

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

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

Please mark the appropriate box:

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

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

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Typed or Printed

Date \_\_\_\_\_ Title \_\_\_\_\_  
(Company Risk Mgr or Mgr with Risk Authority)

**Appendix C12**  
**CERTIFICATION REGARDING LOBBYING FOR**  
**CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

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

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

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

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

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Signature/Authorized Certifying Official

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Date

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Printed or Typed Name and Title