



HOLMES COUNTY, FLORIDA

REQUEST FOR PROPOSAL

RFP NO.: 2024-02

DISASTER RECOVERY ADMINISTRATION SERVICES

NOTICE TO PROPOSERS
DISASTER RECOVERY ADMINISTRATION SERVICES
RFP NO.: 2024-xx

Holmes County is accepting electronic (e-submission) and sealed Proposals/Bids for the DISASTER RECOVERY ADMINISTRATION SERVICES, from qualified firms for professional consulting services for federal disaster grant management. In order for the Bid/Proposal to be considered, complete all items in this specification. The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes. The RFP packets, and answers to questions regarding the RFP, are available by calling the County Office. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

All packets must be submitted on the forms included in the packet, to include one (1) original and five (5) copies, properly sealed, and plainly marked "SEALED PROPOSAL –DISASTER RECOVERY ADMINISTRATION – RFP NO.: 2024-xx" via Vendor Registry or to the Office of the Clerk no later than Friday, **May 15**, 2024, by 10:00 a.m. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc. Late proposals will not be accepted, regardless of reason. This ad will run in the Holmes County Advertiser. Designated Point of Contact: David Corbin, Project Director.

The County encourages all segments of this business community to participate in its procurement opportunities, including small business, minority/women owned businesses, and disadvantaged business enterprises. The County does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts. Any and all questions regarding the proposal documents shall be must be submitted in writing or via email to the Project Director: David Corbin.

All questions must be received by May 8, 2024, 5:00 PM, prior to the scheduled opening of Proposals. Any interpretation of the Bid/Proposal terms, conditions, and/or specification, if made, will be only by Addendum issued by the Project Director.

IT IS THE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE COUNTY'S WEBSITE FOR ANY ADDENDUMS PRIOR TO SUBMITTING A BID/PROPOSAL. No verbal instructions or interpretations of drawings and specifications will be made other than indicated above. No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with the County's Purchasing Policy, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the time the County awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the procurement process, any County Commissioner, any County employee, or any agent of the County who is authorized to act on behalf of the County on such procurement, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Further, respondent is hereby notified that per Section 287.05701, Florida Statutes, the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. To receive consideration, all proposals shall be made on the forms provided, properly executed and with all items filled out.

Do not change the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent.

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 90 days after the date for opening and all Proposals shall be subject to acceptance by the County during this period.

Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time. Each Proposal shall be delivered to the County Clerk, no later than submittal deadline. Special Accommodation: Any person requiring a special accommodation at the Pre-Submittal Conference or Submittal opening because of a disability should call the Project Director at least five (5) calendar days prior to Submittal opening. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the County Clerk using the Florida Dual Party Relay System, which can be reached at 1-800-955-8770 (Voice) or 1-800-955-7661 (TDD).

The County reserves the right to reject any or all proposals, to waive informalities in the Bids/Proposals and to re-advertise for Bids/Proposals. The County also reserves the right to separately accept or reject any item or items of a Bid/Proposal and to award and/or negotiate a contract in the best interest of the County.

Interested firms shall not contact, lobby or otherwise communicate with any County of Holmes staff member, including any member of the County Commissioners, except the above referenced individual from the point of advertisement of the solicitation, until contract(s) are executed by all parties. Any such communication shall result in disqualification from consideration for award of a contract for these services.

Any respondent, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid invitation, solicitation of Qualifications or Request for Qualifications, shall file with the County Clerk's Office for County of Holmes, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of County of Holmes) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the County Clerk's Office.

Per 120.57 (3) F.S. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the agency shall refer the protest to the division by electronic means through the division's website for proceedings under subsection (1).

REQUEST FOR PROPOSALS
DISASTER RECOVERY ADMINISTRATIVE SERVICES
RFP NO.: 2024-xx

INTRODUCTION/PURPOSE The Holmes County Florida (OWNER) is soliciting sealed proposals to provide Disaster Recovery Administrative Services.

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals with an original, five (5) complete copies, with all of the above information included no later than 10:00 a.m., Friday, May 15, 2024, to David Corbin, County Clerk, County of Holmes.

Offers by telephone or telegram shall not be accepted. Also, submitters are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of where the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her Proposal reaches the County on time. The OWNER shall not be responsible for late deliveries or mail delays. All proposals will be opened publicly.

BACKGROUND

The County of Holmes has experienced a number of hurricanes and debris generating storm events over the years. Most recently, the County was struck by Hurricane Michael in October 2018. A state of emergency was declared, and the County's Disaster Debris Management Sites (DDMS) were authorized for use. In the event of a major disaster, the County seeks to protect its interests by securing the services of a qualified disaster recovery consultant as outlined in the following scope of work. The County recognizes that if its facilities and/or operations are damaged and disrupted by a major disaster, its existing employees and systems may be overwhelmed by the scale of necessary disaster response and recovery work. In order to ensure a rapid recovery and post disaster redevelopment process, the County will require the services of qualified, experienced professionals to manage state and federal grant management processes.

The Professional Services Agreement shall be the County's standard form, a copy of which is included with this RFP. By submitting a proposal, firms are agreeing they have reviewed the County's standard Professional Services Agreement and are agreeing to be bound by it if selected by the County.

TERMS AND CONDITIONS

1. The OWNER reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the OWNER, or to award a contract to the next most qualified submitter if a successful submitter does not execute a contract within thirty (30) days after approval of the selection by the OWNER. OWNER reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the OWNER.
2. The OWNER reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the OWNER the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.
4. Proposals shall be sealed and submitter should indicate on their proposal the following:
 - a. Date of Opening – 10:15 a.m., May 15, 2024
 - b. Name and Address of submitter
5. Costs of preparation of a response to this request for proposals are solely those of the submitter. The OWNER assumes no responsibility for any such costs incurred by the submitter. The submitter also agrees that the OWNER bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
6. The submitter receiving the award will obtain or possess the following insurance coverages and will provide Certificates of Insurance to the OWNER to verify such coverage. A. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the OWNER and its agents, employees and officials. B. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate. C. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent. D. Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
7. The consultant awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the later of final grant closeout or final audit by OMB of any project work performed under contract resulting from this RFP. The OWNER shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the OWNER, including the

Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

8. It is the intent of the OWNER to enter into a three (3) year term contract, with a renewal clause for two (2) additional one (1) year renewal terms for services as described herein.

POINT OF CONTACT The County Clerk will be the only point of contact for this RFP. Under no circumstances may a Respondent contact any County Commissioner, or County employee concerning this RFP until after award. Any such contact may result in disqualification.

QUESTIONS

Proposers shall submit all questions, in writing, to David Corbin. All questions shall be submitted no later than 5:00 pm (central time) on May 8, 2024.

ADDENDA

If any addenda are issued after the initial specifications are released, the County will post the addenda on the County website. It is the responsibility of the proposer prior to submission of any proposal to check the above website or contact the County Project Director to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

PROPOSAL FORM

To receive consideration, all Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form. No conditions, limitation or provisions will be attached or added to the Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent.

WITHDRAWAL OF PROPOSALS

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 90 days after the date for opening and all Proposals shall be subject to acceptance by the County during this period.

AWARD

The County shall award the contract to the lowest fully responsive and responsible Proposer(s); provided, that the County may award the contract to a Proposer(s) other than the lowest Proposer should it find the lowest Proposer(s) does not offer the reliability, quality of service or product afforded by such other Proposer(s).

EXECUTION OF AGREEMENT

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Clerk all required documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the County Clerk before the successful Firm may proceed with the work. The term of the

contract shall commence upon execution by the County and continue in effect through March 15, 2029. Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

ANTI-DISCRIMINATION

The Proposer certifies compliance with the non-discrimination clause contained in Section 202. Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin.

PROPOSER ACKNOWLEDGEMENT

By submitting a Bid, the Proposer certifies and or acknowledges that he/she has full knowledge of the scope, nature, quality of product to be provided, and/or quality of work to be performed. Submission of a Bid indicates acceptance by the individual or vendor of the conditions contained in this invitation to Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the County of Holmes and the individual or vendor selected.

PROPOSER EXPENSES

The County is not responsible for any expenses that a Proposer may incur in preparing and submitting Bids called for in this request. The County will not pay for any out-of-pocket expenses, such as word processing, photocopying, postage, per diem, travel expenses and the like, incurred by the Proposer. The County will not be liable for any costs incurred by the Proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

CHANGE ORDER

No out-of-scope services shall be performed in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

CONE OF SILENCE

The County observes a cone of silence and policies for ethical and professional behavior on all advertised solicitations. Potential Proposers and their agents must not communicate in any way with the County Commission, County Manager, or any County Staff other than the County Clerk in reference to or relation to this solicitation. This restriction is effective from the time of bid advertisement until an award is made by the County Commission. Such communication may result in disqualification.

CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Proposers must disclose with their Bid the name of any officer, director, partner, proprietor, associate, or agent which is also an officer or employee of the County or of its boards or committees. Proposers must disclose the name of any officer or employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's organization or any of its branches or affiliate companies.

LICENSES

Contractor shall be properly licensed to perform work specified in this Request for Proposals. All Respondents are requested to submit any required license(s) with their proposal. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

DEFAULT/FAILURE TO PERFORM

The County of Holmes shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the award, to furnish required documents, and/or fulfill any portion of this contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the County will provide the Proposer three (3) days notice (weekends and holidays excluded) to remedy the default. Failure on the Proposer's part to correct the default within the required three (3) days shall result in the contract being terminated, upon the County's notifying in writing the Proposer of its intentions and the effective date of the termination. The following shall constitute default: The County of Holmes may terminate the Contract if the Proposer fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement

DEVIATION FROM SPECIFICATION

Any deviation from specifications must be clearly stated, explained in detail, and accepted by the County Manager in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

DOING BUSINESS WITH THE COUNTY

When a vendor is awarded a contract with the County, the County will request a copy of the vendor's completed W-9 to register the vendor in the County's financial system for invoice processing and payment. Vendors may choose ACH or check for payments of invoices.

E-VERIFY

The awarded Proposer becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility", as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-Proposers to provide an affidavit attesting that the sub-Proposer does not employ, contract with, or subcontract with, an unauthorized alien. The Proposer shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Proposer knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by

the Proposer, the Proposer may not be eligible for or awarded a public contract for a period of one (1) year after the date of termination.

FORCE MAJEURE

Neither the County nor the Proposer shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to wars, acts of God, acts of terror, labor disputes, flood, windstorm, explosion, riots, sabotage, and fire and pandemic, provided that prompt notice of such delay is given to the other party. The time for performance shall be extended for a period equal to the duration of the Force Majeure.

HOLD HARMLESS AND INDEMNIFICATION

a. The Contractor shall indemnify and hold harmless the County, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person. b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter. c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

INSURANCE

Proposer shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the County as required by the County's Insurance Requirements attached hereto as Exhibit "A". Within thirty (30) days of the date of the Award, and thereafter upon the written request of the County, Proposer shall furnish to the County such certificates of coverage and certified copies of policies pursuant to the County's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: David Corbin, Project Director 107 E. Virginia Ave. Bonifay, FL. 32425 Ph: (850)547-1119

DUTY TO PAY DEFENSE COSTS AND EXPENSES

a. The Contractor agrees to reimburse and pay on behalf of the County the cost of the County legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed. b. The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim. c. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

EXAMINATION OF WORK SITES

All prospective firms may visit the site and become familiar with the existing conditions. No allowance will be made to any prospective firm because of a claimed lack of such examination or knowledge. Responding to the RFP shall be construed as conclusive evidence that the prospective firms has made such examination.

CONTRACT PRICE

Contract price shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.

CANCELLATION

The County may terminate any contract entered into as a result of this RFP at any time for cause and may also terminate this Contract with or without cause by giving at least thirty (30) days' prior written notice to Contractor. The Contractor may terminate any contract entered into as a result of this RFP at any time by giving at least ninety (90) days prior written notice to the County.

PROTEST

A notice of protest must be submitted within three business days after posting of the recommendation of award on the County website at: www.CountyofHolmes.com. The protest must be in writing, via e-mail or letter and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the purchasing department. Further information may be found in the County Code.

INTERPRETATIONS

Any questions concerning conditions and specifications shall be directed to the County Clerk. Interpretations that may affect the eventual outcome of this Bid will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the County of Holmes.

MINOR IRREGULARITIES/INFORMALITIES

The County of Holmes reserves the right to both waive any irregularities or informalities in Bids and to determine, in its sole discretion, whether or not informality is minor.

NON-COLLUSION

The Proposer certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Proposer shall certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

NOTIFICATIONS

The County of Holmes official website for notices, Bids, addendums, and other documents is located on the County website.

OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES

All Proposers submitting a response to this Invitation to Bid agree that such response also constitutes a proposal to other Florida governments under the same conditions, for the same contract price, and for the same effective period, should the Proposer feel it is in their best interest to do so. PAYMENT Upon acceptance of work by the County, the County shall make payment to the Proposer in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The County reserves the right, with justification, to partially pay any invoice submitted by the Proposer when requested to do so by the County's Department Representative. All invoices shall be directed to County Clerk, County of Holmes.

PURCHASING POLICIES

For more information on the County's purchasing policies and procedures, or to review the County's Purchasing Manual, please visit the County's website.

PUBLIC ENTITY CRIMES STATEMENT

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, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

ACCESS TO RECORDS

(1) The Contractor agrees to provide the County, the State of Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Qualifications and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The County is a public agency subject to Chapter 119, Florida Statutes. The awarded Contractor(s) shall comply with Florida's Public Records Law. Specifically, the awarded Contractor(s) shall: a. Keep and

maintain public records required by the County in order to perform the service; b. Upon request from the County's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County. d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. e. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the [County Clerk]. The Contractor agrees to make available to the [County Clerk], during normal business hours and in the County, all books of account, reports and records relating to this contract. Questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the County's Custodian of Public Records.

If the Proposer has questions regarding the application of Chapter 119 Florida Statutes, to the Proposer's duty to provide public records relating to this contract, contact the custodian of public records at the County of Holmes 107 E. Virginia Ave. Bonifay, FL. 32425 Ph: (850)547-1119

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION The Proposer shall furnish such additional information/clarification as the County may reasonably require. This includes but is not limited to information that indicates Proposer financial resources as well as the ability to provide and maintain the goods or services requested.

RESPONSIBLE VENDOR DETERMINATION Respondent is here notified that Section 287.05701, Florida Statutes, requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

RIGHT TO REJECT Proposers are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk. Only the County of Holmes reserves the right to reject all Bids, or any part of any Bid deemed necessary for the best interest of the County. The County may reject any response not submitted in the manner specified by the solicitation documents. If Proposer purports to add terms or conditions to its Bid, takes exception to any provisions of the Bidding Documents, or attempts to alter the contents of the Contract Documents for the purposes of the Bid, whether in the Bid itself or in a separate communication to the County, then the County will reject the bid as nonresponsive.

RECOMMENDATION OF AWARD INFORMATION Notice of Award, Bids currently available, and Tabulation sheets will be available from the County Clerk. Proposers who do not have Internet access may request a

copy of the tabulation by contacting the County Clerk at 107 E. Virginia Ave. Bonifay, FL. 32425 Ph: (850)547-1119 (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

RESPONSIBLE PROPOSER A Proposer, business entity or individual who submits a Bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the Bid. The County may review vendor performance on County Contracts, and other public entity contracts, in arriving at a determination as to whether a Proposer meets the definition of a responsible vendor who may be recommended for award.

RESPONSIVE PROPOSER A Proposer, business entity or individual who has submitted a Bid or Bid that fully conforms in all material respects to the Invitation to Bid and all of its requirements, including all form and substance.

TAX EXEMPTIONS The County of Holmes is tax exempt.

TIME FOR CONSIDERATIONS Bids will be irrevocable after the time and date set for the opening of Bids and for a period of sixty (90) days thereafter.

EXEMPTION OF MEETINGS/PRESENTATIONS Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2018) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2018) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

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DISASTER RECOVERY ADMINISTRATIVE SERVICES

RFP NO.: 2024 -xx

PROPOSAL REQUIREMENTS FORMAT: Each Firm's proposal shall include sufficient information to enable the County to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Proposals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb binding. Proposals submitted in 3 ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal. Proposers should submit one (1) original clearly labeled "Original", five (5) copies clearly labeled "Copy" and one (1) electronic version of the package. The electronic version should be in pdf format on a cd or usb drive. Electronic versions submitted via e-mail will not be accepted. If the submittal contains confidential information, such information shall be in a separate pdf document. Submittals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Submittals shall be valid to County for a period of ninety (90) days after the opening. Emphasis in each Submittal must be on completeness and clarity of content. Statement of Qualifications should include the following and must respond in the format delineated below:

The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

1. INTRODUCTION/COVER LETTER Proposers shall provide a letter of introduction not to exceed two (2) pages. The letter should highlight or summarize whatever information a Proposer(s) deems appropriate as a cover letter; this section shall include the contact information of the designated person to whom all correspondence should be directed.
2. QUALIFICATIONS OF THE FIRM The Respondent shall provide a narrative of the firm's qualities and capabilities that demonstrates how the firm will work with the County to fulfill the requirements of this Scope of Services. The narrative should describe in detail the firm's methods of providing the Disaster Recovery Administrative Services outlined within the Scope of Services. Only past experience as the prime contractor with local governments will be considered. Firm qualifications must include, at minimum, the following:
A. Relevant Experience – Recent experience demonstrating current capability and current expertise in assisting local governments in obtaining reimbursement from state and federal agencies following disaster events and disaster mitigation.
B. Past Performance on Similar Projects - Provide at least (3) three references for which the firm has performed disaster grant management and administrative services as prime contractor that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.
C. Project Approach – Describe the approach and methodology it will use to accomplish the

work herein. The project approach shall include information on schedule and availability where applicable.

3. **QUALIFICATIONS OF STAFF** Describe the composition and structure of the firm and include the names of persons with an interest in the firm. Key project staff must be full time employees of the proposing firm and have experience, working for the Proposer, in the requirements described within the Scope of Services. A Key Staff – The Respondent shall include a list of the proposed staff that will perform the work required if awarded this contract and a summary of staff qualifications. Provide resume representative of staff likely to be assigned to this project. An organizational chart and management plan should be included in this section. The Respondent shall also include minimum qualifications for each class of employee of the project team and identify his/her role on the team. Include in this section the location of the main office and the location of the office proposed to work on this project.

4. **TECHNICAL APPROACH** Provide a description of the submitter's approach to the project, to include startup procedures/requirements.

5. **COST PROPOSAL** Each submitter must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor costs will be billed to the OWNER at cost without markup. The Proposer shall identify any pending lawsuits, past litigation relevant to the subject matter of the RFP, providing statement of any litigation or pending lawsuits that have been filed against the Company in the last five years. The complete submittal package shall not exceed thirty (30) pages excluding the standard forms

The following standard forms are required to be submitted with the RFP response:

1. Proposal Form
2. Addendum Acknowledgment
3. Waiver of Exemption of Meetings/Presentations
4. Public Entity Crimes Form
5. Conflict of Interest
6. Drug Free Workplace
7. W9
8. Anti-Collusion Clause
9. Proprietary/Confidential Information
10. E-Verify Form
11. Certification Regarding Debarment
12. Disclosure of Lobbying Activities

EVALUATION AND AWARD The responses will be rated and ranked by the County in order of recommended selection. The first firm selected shall be the number one (1) firm recommended, the second firm the number two (2), and the third firm the number three (3).

The following weighted criteria will be utilized to select consultant awarded this contract.

Criterion	Points
Firm Scope and Capabilities	20
Firm Qualifications on Similar Projects including references	20
Staff Qualifications and Experience including demonstration of knowledge of FEMA/HUD regulations and procedures	20
Project Understanding and Approach	20
Knowledge of/ Past Work Experience for the Community and/or local resources	10
Cost Proposal	
TOTAL	100

Representatives from the County will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

- A. Evaluation Committee may consist of 3 or 5 members or the County Commissioners. Initial scoring and final ranking may be determined by separate Evaluation Committees.
- B. The County Manager or designee shall determine the Evaluation Committee(s) that will best serve the needs of the County.
- C. Membership of all Evaluation Committees shall be approved by the County Manager or designee.
- D. The County Clerk will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the County website.
- E. Contact with the Evaluation Committee. Members of the Evaluation Committee are
- F. Prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.
- G. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.
- H. The initial ranking of proposals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFP.
- I. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Manager,

after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.

J. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.

K. Final Ranking. The Evaluation Committee or the County Commissioners, as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified firms shall be approved by the County Manager or Commission, as appropriate, prior to beginning contract negotiations. The County intends to negotiate contracts with the top ranked firms. The provisions of the Request for Proposals and the receipt of submittals from respondents shall not create any legal or other obligation between County and respondents (except as expressly set out in this RFP). County will make the selections primarily on the basis of the response to this RFP and any further information received from respondents, if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of County. County intends to award this project to the respondents considered by the County to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of the County.

INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected. b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County. c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS All contracts with individuals or organizations that wish to do business with the County, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the County. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which

arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE** The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440. Worker's Compensation – Required limits: Coverage A – Coverage will include statutory requirements Coverage B – Employers Liability \$500,000 each Person \$500,000 each Person by Disease \$500,000 Policy Limit - Disease

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE** The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE** Commercial General Liability - Occurrence Form Required Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS** The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. **BUSINESS AUTO LIABILITY COVERAGE** Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. **EXCESS OR UMBRELLA LIABILITY COVERAGE** Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. **CERTIFICATES OF INSURANCE** 1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the County of Holmes, 107 E. Virginia Ave. Bonifay, FL. 32425 Ph: (850)547-1119. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. The County shall be named as an Additional Insured for both General Liability and Business Auto Liability. 2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals. 3. If requested by the County, the Contractor shall furnish complete copies

of insurance policies, forms and endorsements. 4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein. 4.

ADDITIONAL INSURANCE The County requires the following additional types of insurance. Contractor's Equipment Coverage Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

PROPOSAL CHECKLIST

HOLMES COUNTY DISASTER RECOVERY ADMINISTRATIVE SERVICES

RFP NO.: 2024-02

FORMS/ITEMS TO BE RETURNED WITH YOUR PROPOSAL!

The following forms are to be completed/signed by the Proposer and submitted to the County:

1. Proposals: One (1) unbound set with original signatures, notarized signatures required, plus five (5) copies
2. Proof of Insurance in amounts required by the County
3. State of Florida License
4. List of Subcontractors with names of directors or owners, addresses, telephone numbers, and email address (if applicable)
5. Required Forms
 - Proposal Form
 - Addendum Acknowledgement
 - Public Entity Crimes
 - Anti-Collusion Clause
 - Conflict of Interest Statement
 - Proprietary/Confidential Information Statement
 - W-9
 - Drug Free Workplace Statement
 - E-Verify Form
 - Waiver of Exemption of Meeting/Presentations
 - Certification Regarding Debarment Statements
 - Certification for Disclosure of Lobbying Activities
 - Attachment 3 Cost Proposal

PROPOSAL FORM

This proposal of _____, (“Firm”) organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation”, “a partnership” or “an individual” as applicable), is hereby submitted to the County of Holmes County, Florida, (“County”). In compliance with the Request for Proposals, this Firm proposes to perform all work as detailed in this solicitation. By this Proposal, this Firm certifies, and in the case of a joint proposal each party certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Submitted By: _____

Name of Firm/Contractor Submitting This Bid

Bid Prepared By: _____

Name of Individual Who Prepared This Bid: _____

Contact Email: _____

Address: _____

Phone: _____

Contractor’s License No. _____

Signature of Authorized Representative of Firm/Contractor

Date

SEAL: (If bid is by Corporation)

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 215-6694 or email [aboswell@CountyofHolmes County.com](mailto:aboswell@CountyofHolmesCounty.com) prior to submitting your Proposal to ensure that you have received addendums

**SWORN STATEMENT PURSUANT TO 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 the *Holmes County BOCC, Florida, 107 E. Virginia Avenue,
Bonifay, Fl, 32425* by _____
[print individual's name and title]

for: _____ whose business
[print name of entity submitting sworn statement]

address is _____

_____ and (if applicable) its Federal
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(I)(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 submittal or contract for goods or services to be provided to any public entity or any 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:

- (1) A predecessor or successor of a person convicted of a public entity crime; or
- (2) 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 submittals or applies to submittal 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.

A. 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 the 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 the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July I, 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 the 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 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 vendor 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]

[Reference: RFP Number]

Sworn to and subscribed before me this ___ day of _____, 2023. Personally known ___ or produced identification _____

[Type of identification]

Notary Public - State of _____

My Commission expires: _____

[Signature of Notary]

[Printed, typed or stamped commissioned name of Notary Public]

ANTI-COLLUSION CLAUSE FORM

The award of a contract or acceptance of submittal is subject to Chapter 112, Florida Statutes*. All respondents must disclose with their submittal the name of any officer, director, or agent who is a County official or employee, or a member of an official's or employee's immediate family. Further, respondents must disclose the name of any County official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest often percent (10%) or more in the respondent's firm or related business.

CERTIFICATION

I | I declare that I do not have any matters which might give rise to a real or perceived conflict of interest.

I | I hereby disclose that the following named person(s) is an Officer, Director, or Agent who is also a County Official, Employee, or member of a County Official or Employee's immediate family

and could pose a possible conflict of interest:

Name: _____
Affiliation: _____

By signing below, I affirm that I have read and understood the principles of conflict-of-interest disclosure and I have made full disclosure of all matters that may put me in a conflict-of-interest situation in performing my role.

I acknowledge that non-disclosure could result in action being taken to terminate my work with the Holmes County Board of County Commissioners and potentially bar me from submittals in the future.

Signature

Printed Name

Company

RFP Number: _____ Date: _____

*Florida Statutes Chapter 112.311(5) It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a Holmes County, County, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.

CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate, or agent of the Respondent who is also an officer or employee of the Holmes County or of its boards or committees.

LITIGATION STATEMENT

Check one:

The undersigned Respondent has had no litigation and/or judgements entered against it by any local, state, or federal entity and has had no litigation and/or judgements entered against such entities during the past ten (10) years.

or

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgements entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY:

SIGNATURE:

NAME:

TITLE:

DATE:

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgements, may result in disqualification of your proposal

HOLMES COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the submission date, the respondent is requested to certify that as part of their drug-free workplace program, they have:

- I. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
 - a) Informed employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - b) Given each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in Subsection I.
 - c) In the statement specified in Subsection I, notified the employees that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer 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 workplace no later than five (5) days after such conviction.
 - d) Imposed a sanction on or required 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.
 - e) Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace program meeting the foregoing minimum requirements.

[Printed, typed name]

[Signature] _____

State of Florida; County of _____

The foregoing instrument was acknowledged before me this__ day of _____ 202__,
 by _____, who is personally known to me or who
 presented _____ as identification, and who (did) (did
 not) take an oath.

 [Signature of Notary Public]

 [Printed, typed or stamped name of Notary Public]

 [Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to Submittal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

 [Signature]

 [Date]

CONTRACTOR/VENDOR E-VERIFY FORM

PER FLORIDA STATUTE 448.95, CONTRACTORS/VENDORS AND SUB-CONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES. THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor/Vendor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor/Vendor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor/Vendor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor/Vendor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens.
5. All employees hired by Contractor/Vendor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The Holmes County may terminate this contract on the good faith belief that the Contract or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor/Vendor may not be awarded a public contract for at least one year after the date on which this Contract was terminated.
8. The Contractor/Vendor is liable for any additional cost incurred by the Holmes County as a result of the termination of this Contract.

Authorized Signature

Printed Name

STATE OF
COUNTY OF

Title Name of Entity/Corporation The forgoing instrument was acknowledged before me by means of physical presence or online notarization on, this day of _____, 20____, by (name of person whose signature is being notarized) as the (title) of (name of entity/corporation), personally know, or produced (type of identification) as identification, and who did/did not take an oath.

Notary Public

My Commission Expires: _____

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2018), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The Holmes County encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

_____ Waive all requirements to keep such meetings and negotiations exempt from public meeting laws.

_____ Maintain all requirements to keep such meetings and negotiations exempt from public meeting laws.

INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM

**FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other
Responsibility Matters**

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals: A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. B. Have not, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency: A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code. B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non responsible. D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: _____ Date: _____

Authorized Signature: _____

Printed Name: _____

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following: A. The name of the subcontractor. B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System. C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System. D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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 any federal 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.) 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. The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Contractor Business Name: _____

Name of Authorized Signer: _____

Title: _____

Authorized Signature: _____

Date: _____

AGREEMENT FOR CONTRACTOR SERVICES DISASTER RECOVERY ADMINISTRATIVE SERVICES

RFQ NO: 2024-xx

This Agreement made as of this ____ day of _____, 202_, by and between Holmes County - (the "County"), and _____, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is: _____ . Phone: () .

In consideration of the mutual promises contained herein, the HOLMES COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 – SCOPE OF SERVICES The CONTRACTOR’S responsibility under this Agreement is to provide administrative services in the Bid Form for RFP NO. PW2024-05 DISASTER RECOVERY ADMINISTRATIVE SERVICES.

The CONTRACTOR’S Scope of Work for providing services under this Agreement is set forth in ATTACHMENT 1. CONTRACTOR will be responsible for development and support of the ongoing activity of a disaster recovery team to manage the FEMA Public Assistance Process.

ARTICLE 2 – SCHEDULE/ TERM The term of this Agreement shall be for a period of three (3) years, with two additional one (1) year renewal options.

ARTICLE 3 - PAYMENTS TO CONTRACTOR A. The HOLMES COUNTY shall pay to the CONTRACTOR for services satisfactorily performed in accordance with the unit process contained in CONTRACTOR'S cost proposal contained in Attachment 3 . The CONTRACTOR will bill the HOLMES COUNTY monthly. B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Holmes County Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the HOLMES COUNTY until completion of the work to the satisfaction of the HOLMES COUNTY. C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the HOLMES COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to the HOLMES COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR. D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders

ARTICLE 4 – TERMINATION This Agreement may be terminated by the CONTRACTOR on 90 days prior written notice to the HOLMES COUNTY in the event of substantial failure by the HOLMES COUNTY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. This Agreement may also be terminated by HOLMES COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the HOLMES COUNTY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the HOLMES COUNTY the CONTRACTOR shall: A. Stop work on the date and to the extent specified. B. Terminate and settle all

orders and subcontracts relating to the performance of the terminated work. C. Transfer all work in process, completed work, and other material related to the terminated work to the HOLMES COUNTY. D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 – ADDITIONAL OBLIGATIONS OF THE CONTRACTOR AND HOLMES COUNTY 1. The HOLMES COUNTY and the CONTRACTOR acknowledge the relation of trust and confidence established each to the other, and each Party agrees to cooperate with the other in every respect in advancing project interests. Specifically, but without limitation, the CONTRACTOR represents to the HOLMES COUNTY to furnish his professional skill, care and judgment in accordance with the prevailing standard of skill, care and judgment expected of any professional CONTRACTOR under circumstances similar to those to be encountered on the type of projects undertaken, and to cooperate with the HOLMES COUNTY in advancing the interest of the HOLMES COUNTY. The CONTRACTOR acknowledges that the HOLMES COUNTY reserves the right to provide to the CONTRACTOR from time to time, suggested approaches to problems and revisions to the work products. 2. When requested, and not at the expense of the CONTRACTOR, the HOLMES COUNTY will furnish maps, drawings, records, audits, annual reports, and other data that are available in the files of the HOLMES COUNTY and which are required for the work undertaken pursuant to this Agreement. If the work to be undertaken will require substantial information or documents from the HOLMES COUNTY's records, CONTRACTOR shall identify those requirements to the Project Manager. The HOLMES COUNTY will also examine studies, reports, sketches, drawings, specifications, proposal, and other documents presented by the CONTRACTOR and render decisions pertaining thereto within a reasonable time so as not to delay the services of the CONTRACTOR. 3. The HOLMES COUNTY shall give prompt written notice to the CONTRACTOR whenever the HOLMES COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR's services, or any defect or non-conformance in the services performed by the CONTRACTOR or any sub CONTRACTOR. 4. The CONTRACTOR shall provide, to the HOLMES COUNTY, copies of drawings, reports, specifications and other necessary information identified in this Agreement in electronic form or electronic data for incorporation into the instruments of service as is required for the completion of the Project. CAD files of all construction documents will be provided to the CONTRACTOR for record. 5. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this Agreement, including subCONTRACTORS assigned by the CONTRACTOR to perform work pursuant to the Contract. The E-Verify form is attached to this Agreement.

ARTICLE 6 – HOLD HARMLESS AND INDEMNIFICATION CONTRACTOR shall indemnify and hold harmless the HOLMES COUNTY, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with CONTRACTOR'S performance of the Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the CONTRACTOR, or by any other person. The parties understand and agree that such indemnification by the CONTRACTOR relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.

CONTRACTOR'S obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance

ARTICLE 7 – INSURANCE & BONDS

7.1 Prior to commencing work, CONTRACTOR shall procure and maintain at CONTRACTOR's own cost and expense for the duration of the Agreement, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of Services hereunder by CONTRACTOR, its agents, representatives, employees or subCONTRACTORS. The cost of such insurance shall be borne by

CONTRACTOR. 7.1.1 CONTRACTOR shall maintain the following coverage with limits no less than the indicated amounts: (a) Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claimmade or preferably on an occurrence basis. The insurance shall include coverage for the following: i. Premise/Operations ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project) iii. Products/Completed Operations iv. Contractual v. Independent Contractors vi. Broad Form Property Damage vii. Personal Injury (b) Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury. i. Owned/Leased Autos ii. Non-Owned Autos iii. Hired Autos (c) Workers' Compensation and Employers'/Umbrella Liability Insurance - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident. (d) Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

7.1.2 Other Insurance Provisions (a) Commercial General Liability and Automobile Liability Coverage's i. HOLMES COUNTY, members of its HOLMES COUNTY Commission and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR or premises on which CONTRACTOR is performing Services on behalf of HOLMES COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to HOLMES COUNTY, members of its HOLMES COUNTY Commission, boards, commissions and committees, officers, agents, employees and volunteers. The CONTRACTOR's insurance coverage shall be primary insurance as respects HOLMES COUNTY, members of its HOLMES COUNTY Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by HOLMES COUNTY, members of its HOLMES COUNTY Commission and committees, officers, agents, employees and volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it. Comprehensive automobile liability insurance in the amount of \$1,000,000 and \$2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury. ii. Any failure to comply with reporting

provisions of the policies shall not affect coverage provided to HOLMES COUNTY, members of its HOLMES COUNTY Commission, boards, commissions and committees, officers, agents, employees and volunteers. iii. Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. (b) Workers' Compensation and Employers' Liability and Property Coverage's The insurer shall agree to waive all rights of subrogation against HOLMES COUNTY, member of its HOLMES COUNTY. Commission, and committees, officers, agents, employees and volunteers for losses arising from activities and operations of CONTRACTOR in the performance of Services under this Agreement. (c) All Coverage's Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, except after thirty (30) days prior written notice has been given to HOLMES COUNTY in accordance with this Agreement. i. If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. HOLMES COUNTY, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, HOLMES COUNTY may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to CONTRACTOR, HOLMES COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by HOLMES COUNTY for such insurance. ii. All policies shall be occurrence form policies, except for CONSULTSNT'S Professional Liability policy, and shall name HOLMES COUNTY as an additional insured, except for CONTRACTOR'S Professional Liability and Worker's Compensation policies, with the premium thereon fully paid by CONTRACTOR on or before their due date.

7.1.3 Deductibles Any deductibles must be declared to and approved by HOLMES COUNTY. CONTRACTOR shall be responsible for payment of any deductible or retention associated with its respective insurance policies.

7.1.4 Acceptability of Insurers Insurance is to be placed with Florida admitted or authorized insurers rated B+X or better by A.M. Best's rating service.

7.1.5 Verification of Coverage CONTRACTOR shall furnish HOLMES COUNTY with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be submitted with the proposal as a first peer review. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by HOLMES COUNTY before work commences.

7.1.6 SubCONTRACTORs and Subcontractors CONTRACTOR shall require its subCONTRACTORs and subcontractors to satisfy the insurance requirements herein or obtain the HOLMES COUNTY's prior written approval for any exception to the insurance requirements herein.

7.2 The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the HOLMES COUNTY.

7.3 Required insurance shall be documented in Certificates of Insurance which provide that HOLMES COUNTY shall be notified at least 30 days in advance of cancellation, or non-renewal. New Certificates of

Insurance are to be provided to HOLMES COUNTY at least 15 days prior to coverage renewals. Holmes County of Holmes County, Florida is to be named as an additional insured entity.

7.4 For commercial general liability coverage, CONTRACTOR shall, at the option of HOLMES COUNTY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

7.5 Receipt of certificates or other documentation of insurance or policies or copies of policies by HOLMES COUNTY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

7.6 CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

ARTICLE 8 - NONDISCRIMINATION IN EMPLOYMENT By the execution of this Agreement, the CONTRACTOR agrees to and assures the HOLMES COUNTY of the following:

8.1 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, age, disability, marital status, color, or national origin. The CONTRACTOR will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, disability, marital status, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8.2 The CONTRACTOR agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

8.3 The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that the firm is an Equal Opportunity Employer.

8.4 In the event that the CONTRACTOR does not comply with these assurances of nondiscrimination, this Agreement may be canceled, terminated, or suspended in whole or part.

ARTICLE 9 - CONTRACT RECORDS The HOLMES COUNTY shall have access to all books, documents, papers, and records of the CONTRACTOR directly pertinent to this Agreement to making audit, examination, excerpts, and transcriptions. The CONTRACTOR shall maintain all required records and other records pertinent to this Agreement for five (5) years after the HOLMES COUNTY makes final payment and all other pending matters are closed.

ARTICLE 10 - OWNERSHIP OF DOCUMENTS (WHEN APPLICABLE)

10.0 The term "HOLMES COUNTY Design Documents" shall mean any and all documents prepared by HOLMES COUNTY staff, or by other CONTRACTORS to the HOLMES COUNTY, relating to design or construction of the Project, including but not limited to prints, Mylar's, plans, tracings, drawings, design data, details, design premises, calculations, survey notes and survey records, sketches, models, computer files, reports, specifications, and technical provisions. All HOLMES COUNTY Design Documents shall be and remain the property of the HOLMES COUNTY, and the HOLMES COUNTY shall retain all common law, statutory and other reserved rights, including the copyright. HOLMES COUNTY Design Documents shall

not to be used on other work by the CONTRACTOR or be provided to third parties and shall be returned to the HOLMES COUNTY at the conclusion or termination of this Agreement.

10.1 Upon full payment of undisputed amounts in accordance with this agreement, all designs, drawings, specifications, data and information prepared by CONTRACTOR shall be the property of the HOLMES COUNTY, but the HOLMES COUNTY hereby grants to the CONTRACTOR an irrevocable right to use the foregoing in its business. The CONTRACTOR shall deliver the originals (hard copy and/or electronic file) of all such documents to the HOLMES COUNTY upon completion of CONTRACTOR's work under this Agreement. Without written verification or adaptation by the CONTRACTOR for the specific purpose intended, such documents are not intended or represented to be suitable for reuse by the HOLMES COUNTY or others for any project other than that for which they were originally prepared.

ARTICLE 11 - ERRORS AND OMISSIONS Acceptance of the work by the HOLMES COUNTY or Agreement termination does not constitute HOLMES COUNTY approval and will not relieve the Party of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Party shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Party without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

ARTICLE 12 – TERMINATION OR SUSPENSION OF PROJECT The HOLMES COUNTY may, by written notice to the CONTRACTOR, suspend any or all of the CONTRACTOR's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the HOLMES COUNTY may terminate this Agreement in whole or in part at any time the interest of the HOLMES COUNTY requires such termination. 12.1 If the HOLMES COUNTY determines that the performance of the CONTRACTOR is not satisfactory, the HOLMES COUNTY shall notify the CONTRACTOR of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specific instructions to the CONTRACTOR of the deficiency that requires correction. If the deficiency is not corrected within such period, the HOLMES COUNTY may either (1) immediately terminate the Agreement as set forth in paragraph 12.2 below, or (2) take whatever action is deemed appropriate by the HOLMES COUNTY to correct the deficiency. In the event the HOLMES COUNTY chooses to take action and not terminate the Agreement, the CONTRACTOR shall promptly reimburse the HOLMES COUNTY for damages incurred by the HOLMES COUNTY in correcting the deficiency to the extent caused by the CONTRACTOR'S breach of the standard of care.

12.2 If the HOLMES COUNTY terminates the Agreement with cause or for convenience, the HOLMES COUNTY shall notify the CONTRACTOR of such termination in writing at least fourteen (14) days in advance. The notice from the HOLMES COUNTY shall include instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. 12.3 If the Agreement is terminated before the Project is completed, the CONTRACTOR shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the HOLMES COUNTY and will be turned over promptly by the CONTRACTOR. 12.4 The HOLMES COUNTY reserves the right to unilaterally cancel this Agreement for refusal by the CONTRACTOR or any subCONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction

with this Agreement unless the records are exempt. 12.5 Upon receipt of any final termination or suspension notice under this paragraph 12., the CONTRACTOR shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the HOLMES COUNTY or upon the basis of terms and conditions imposed by the HOLMES COUNTY upon the failure of the CONTRACTOR to furnish the schedule, plan, and estimate within a reasonable time. The closing out of the Project shall not constitute a waiver of any claim which the HOLMES COUNTY may otherwise have arising out of this Agreement.

ARTICLE 13 - PROHIBITION AGAINST CONTINGENT FEES In compliance with Sections 287.055(5)(a), and (6)(a), Florida Statutes, the CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, a fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. Any breach or violation of this warranty shall entitle the HOLMES COUNTY to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 14 - CONFLICT OF INTEREST The CONTRACTOR hereby certifies that it will completely disclose to the HOLMES COUNTY all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the CONTRACTOR now has or will have. Said disclosure shall be made by the CONTRACTOR contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the CONTRACTOR. The CONTRACTOR at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the HOLMES COUNTY. Failure to abide by this section shall result in the immediate termination of this Agreement. No member, officer, or employee of the public body or of a local public body during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

ARTICLE 15 - LUMP SUM OR COST PLUS FIXED FEE CONTRACTS The CONTRACTOR certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the HOLMES COUNTY to be inaccurate, incomplete, or non-current, the original price for such Agreement and any additions there to shall be adjusted to exclude any increases in the compensation paid to CONTRACTOR due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this Agreement.

ARTICLE 16 - GENERAL PROVISIONS

16.1 CONTRACTOR shall not assign any of their rights or obligations under this Agreement without prior approval by the HOLMES COUNTY.

16.2 CONTRACTOR shall be responsible for the actions of any and all of their subcontractors and CONTRACTORS. Neither subcontractors nor any subCONTRACTORS shall interface directly with the HOLMES COUNTY.

16.3 This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Apple HOLMES COUNTY, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

16.4 Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, as follows: (Either party may change its address noted above by giving written notice to the other party in accordance with the requirements of the Section).

Holmes County

Attention: David Corbin, Project Director
107 E. Virginia Ave.
Bonifay Fl. 32425
Ph:(850)768-1984

With copy to:
Nathan G. Nolin, Esq
5407 Cotton Street
Graceville, FL 32440

A party's timely performance of its obligations under this Agreement, only to the extent such performance is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, (iii) the occurrence of any epidemic or pandemic, including COVID-19, and (iv) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or missions, except in those cases where that party could have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's performance.

16.5 The CONTRACTOR will be allowed to photograph the finished product at their own expense and use said photography for marketing purposes. Such marketing cannot state or imply endorsement of the Party by the HOLMES COUNTY.

16.6 The CONTRACTOR shall be evaluated within sixty (60) days upon completion of the project. The evaluation will provide an indication of the designer's ability to develop practical, accurate, complete and cost-effective construction plans. The CONTRACTOR shall be given the opportunity to give written comments in response to the completed evaluation.

16.7 If, after Project completion, any claim is made by the HOLMES COUNTY resulting from an audit or for work or services performed pursuant to this Agreement, the HOLMES COUNTY may offset such amount from payments due for work or services done under any agreement which it has with the CONTRACTOR owing such amount if, upon demand, payment of the amount is not made within 60 days to the HOLMES COUNTY. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the HOLMES COUNTY. In no event shall the making by the HOLMES COUNTY of any payment to the CONTRACTOR constitute or be construed as a waiver by the HOLMES COUNTY of any breach of covenant or any default which may then exist on the part of the CONTRACTOR and the making of such payment by the HOLMES COUNTY, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the HOLMES COUNTY with respect to such breach or default.

16.8 Public Entity Crimes As required by Florida State Statute 287.133(2)(a), "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 proposal on a contract 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 a public work, may not submit proposals on

16.9 leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list." Moreover, any person must notify the HOLMES COUNTY within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

16.10 The selected CONTRACTOR shall implement and meet the requirements for a drug-free workplace. Certification provided attached herein.

16.11 The CONTRACTOR shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Agreement. Certification and details provided attached herein.

16.12 This project is a Federal Aid Contract. All terms included attached herein shall be incorporated into this contract

ARTICLE 17 - PERSONNEL The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the HOLMES COUNTY. All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel

engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 18 - SUBCONTRACTING The HOLMES COUNTY reserves the right to accept the use of a subCONTRACTOR or to reject the selection of a particular subCONTRACTOR and to inspect all facilities of any subCONTRACTORS in order to make a determination as to the capability of the subCONTRACTOR to perform properly under this Agreement. If a subCONTRACTOR fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subCONTRACTOR to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subCONTRACTOR by the HOLMES COUNTY.

ARTICLE 19 - FEDERAL AND STATE TAX The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

ARTICLE 20 - EXCUSABLE DELAYS The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the Holmes County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subCONTRACTOR(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default. Upon the CONTRACTOR'S request, the HOLMES COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the HOLMES COUNTY, any affected provision of this Agreement shall be revised accordingly; subject to the HOLMES COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 21 - LIQUIDATED DAMAGES The Liquidated damages shall be a daily rate determined by the HOLMES COUNTY based on allowable and reasonable costs of damages to the HOLMES COUNTY including HOLMES COUNTY staff and administration costs of all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONSULTANT. The HOLMES COUNTY shall have the right to deduct such damages from any amount due, or that may become due the CONSULTANT, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 22 - ARREARS The CONTRACTOR shall not pledge the HOLMES COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 23 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS The CONTRACTOR shall deliver to the HOLMES COUNTY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the HOLMES COUNTY under this Agreement. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the HOLMES COUNTY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly,

without the HOLMES COUNTY'S prior written consent. Such information and data shall be and will remain the HOLMES COUNTY'S property and may be reproduced and reused at the discretion of the HOLMES COUNTY. Upon full payment of undisputed amounts in accordance with this agreement, all products generated by the CONTRACTOR for the HOLMES COUNTY become the property of the HOLMES COUNTY. The HOLMES COUNTY may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this project in addition to paper documents. The HOLMES COUNTY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

PUBLIC RECORDS LAW. CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida. CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the Holmes County of Holmes County in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the Holmes County of Holmes County and destroy any duplicate exempt or confidential public records. Upon full payment of undisputed amounts in accordance with this agreement, all products generated by the CONTRACTOR for the HOLMES COUNTY become the property of the HOLMES COUNTY. The HOLMES COUNTY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), CONTRACTOR must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract. All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the

execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the custodian of public records, David Corbin.

ARTICLE 24 - INDEPENDENT CONTRACTOR RELATIONSHIP The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent CONTRACTOR, and not an employee, agent, or servant of the HOLMES COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the HOLMES COUNTY shall be that of an independent CONTRACTOR and not as employees or agents of the HOLMES COUNTY.

The CONTRACTOR does not have the power or authority to bind the HOLMES COUNTY in any promise, agreement or representation. The CONTRACTOR shall hold the HOLMES COUNTY, its officers, and employees harmless from any loss, damage or liability to the extent caused by CONTRACTOR'S negligent performance and shall indemnify the HOLMES COUNTY, its officers, and employees, against any damage or third-party claim of any type arising from the negligent or intentional acts or omission of the CONTRACTOR.

ARTICLE 25- CONTRACT ASSIGNMENT The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the HOLMES COUNTY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subCONTRACTOR shall be permitted to perform more than 50% of the work contemplated by this Contract.

ARTICLE 26- AMENDMENT None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 27 - ENFORCEMENT COSTS If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled if recoverable under applicable law and if the party claiming to be the prevailing party recovers above a bona fide written settlement offer or a party successfully defends and prevents recovery above a bona fide written settlement offer. If neither is met, the parties bear their own respective attorney's fees, expert fees, court costs and other costs and expenses.

ARTICLE 28 - AUTHORITY TO PRACTICE The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 29 - SEVERABILITY If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 30 - HOLMES COUNTY'S REPRESENTATIVE AND AUTHORITY The person designated by the HOLMES COUNTY MANAGER shall serve as the HOLMES COUNTY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness. The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety. The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 31 - MODIFICATION The HOLMES COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the HOLMES COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by HOLMES COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the HOLMES COUNTY of any estimated change in the completion date, and (3) advise the HOLMES COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement. If the HOLMES COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the HOLMES COUNTY'S decision to proceed with the change. If the HOLMES COUNTY elects to make the change, the HOLMES COUNTY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 32 - VENUE All applicable laws, regulations and ordinances of the State of Florida, Bay HOLMES COUNTY and the Holmes County of Holmes County will apply to consideration and award of any Bid/Proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay HOLMES COUNTY, Florida, or the United States District Court for the Northern District of Florida, as applicable.

ARTICLE 33 – INSPECTOR GENERAL The parties agree to comply with S.20.055(5) Florida Statutes, and to incorporate in all subcontracts, the obligation to comply with S.20.055(5), Florida Statutes.

ARTICLE 34- LAWS, RULES AND REGULATIONS CONTRACTOR shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing

CONTRACTOR'S performance of this Agreement and the preservation of public health and safety. Upon request by HOLMES COUNTY, CONTRACTOR shall provide proof of such compliance to HOLMES COUNTY.

CONTRACTOR shall comply with all provisions of State and Federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to CONTRACTOR that the subcontractor is in compliance with such laws. CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the CONTRACTOR during the term of the Agreement to perform employment duties and will require same of any subcontractors. CONTRACTOR shall pay all costs incurred to initiate and sustain the program.

ARTICLE 35 - DUTY TO PAY DEFENSE COSTS AND EXPENSES CONTRACTOR agrees to reimburse and pay on behalf of the HOLMES COUNTY the cost of the HOLMES COUNTY legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the CONTRACTOR'S performance of this Agreement and in which the HOLMES COUNTY has prevailed. HOLMES COUNTY shall choose its legal defense team, experts, and CONTRACTORS and invoice CONTRACTOR accordingly for all fees, costs, and expenses upon the conclusion of the claim. Such payment on the behalf of the HOLMES COUNTY shall be in addition to any and all other legal remedies available to the HOLMES COUNTY and shall not be considered to be the HOLMES COUNTY'S exclusive remedy.

ARTICLE 36 – FORMS AND ATTACHMENTS The other documents which compromise the entire Agreement are attached hereto, made a part hereof and consists of the following: A. Advertisement for Bids, B. Special Instructions and Conditions, C. General Instructions and Conditions, D. Scope of Work, E. Bid Forms Bid Certification Form Drug Free Workplace Certification Public Entity Crimes Statement F. Addenda (if any), G. Change Orders (if any), H. Engineered Drawings, if required, I. Notice of Award J. Notice to Proceed K. Payment & Performance Bonds, if required L. Proprietary/Confidential Information Disclosure Form In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail. There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the HOLMES COUNTY CLERK for filing in the official records.

SIGNATURE BLOCKS

ATTACHMENT 1

HOLMES COUNTY

PROFESSIONAL SERVICES FOR DISASTER RECOVERY ADMINISTRATIVE SERVICES

RFP NO.: 2024-02

SCOPE OF SERVICES

BACKGROUND In the event of a major disaster, the Holmes County seeks to protect its interests by securing the services of a qualified disaster recovery consultant as outlined in the following scope of work. The Holmes County recognizes that if its facilities and/or operations are damaged and disrupted by a major disaster, its existing employees and systems may be overwhelmed by the scale of necessary disaster response and recovery work. In order to ensure a rapid recovery and post disaster redevelopment process, the Holmes County will require the services of qualified, experienced professionals to manage state and federal grant management processes.

SCOPE OF WORK The contractor will provide experienced personnel and resources to complete the following activities: A. Applicants Briefing and Kick-Off Meeting. Attend meetings with the State/Federal agencies including applicant briefings, kick-off meetings and project specific discussions; B. Technical Assistance. Provide general financial management advice and assistance including but not limited to: • Develop and support the ongoing activity of a disaster recovery team to manage the FEMA Public Assistance process; • Provide advice as to the disaster recovery team as appropriate and participate in meetings; • Provide advice as to the eligibility of facilities, work, and costs and develop justifications for presentation to the State of Florida and FEMA with regard to any issues which may arise; • Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013; • Advise and Provide technical support for FHWA Disaster Relief and/or FTA Disaster Relief Funding; • Briefing purchasing, contracting and department personnel on requisite/purchasing procedures and documentation. C. Correspondence. Prepare correspondence to the State of Florida, FEM, HUD, etc. on behalf of the Holmes County as necessary; Prepare a program management plan; Prepare periodic reports to the Holmes County as to the status of grant management progress and participate in all status meetings; D. Inspection/Damage Assessment. Inspect disaster related damage to eligible facilities, identify eligible emergency and permanent work (Category A-G) and review records of emergency expenses incurred by the Holmes County; E. Document. Ensure all eligible damages have been quantified and presented to federal inspectors/Project Officers; F. Financial Tracking. Categorize, record, track and file costs on approved forms in support of the financial reimbursement process. Communicate with Holmes County Departments on a daily basis and maintain an up-to-date database of eligible labor, equipment, and materials costs as reported on Event Activity Tracking Forms to prepare daily reports to Holmes County management; G. Financial Management. Assistance in requesting Immediate Needs Funding or Grants Based on Estimates; Development and tracking of plans for Cash flow management and disbursements by State/FEMA; Insurance evaluation, documentation adjusting and settlement services; Tracking project progress, expenditures, reimbursement requests and receipts; H. Project

Worksheet. Prepare Project Worksheets for Categories A-G for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the Holmes County; Attend all meetings with the Holmes County, State and FEMA (and/or other Federal agencies) to negotiate individual Project Worksheets as needed; I. Repair and Restoration. Review the scope of work and bidding procedures of proposed damage repair/reconstruction work for compliance with FEMA requirements; J. Documentation. Support departments with organizing reimbursable expenses. Review, maintain and ensure accuracy of documentation prepared by Holmes County departments; K. Reporting. Compile and summarize in FEMA approved format Category A through G costs for presentation to FEMA and the State and inclusion in project worksheets; L. Provide assistance to departments having difficulty with their claims; M. Ensure the county meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, etc.; N. Appeal. If the Holmes County disagrees with any FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals; Provide fully qualified counsel to the Holmes County in support of any legal action required as the result of an appeal; O. Closeout. Preparation of closeout packages including final funding reconciliation, copies of required permits, exemptions or waivers, bid documents, change orders, improved project filings, compliance monitoring, and other documents required or useful for grant closeout review. Prepare all documentation for, and represent the Holmes County in, all project closeout activities, Participate in exit conferences with the Holmes County, State, and FEMA; P. Audit. Upon completion of all projects and drawn down reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and audits. Q. FEMA 404 and 406 Hazard Mitigation Services: Assist in identifying, developing and evaluating opportunities for hazard mitigation projects (Section 404 and 406). Develop hazard mitigation proposals, cost benefit analysis (BCA). Prepare other hazard mitigation services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs. R. HUD Community Development Block Grant Disaster Recovery (CDBG-DR) Support Services: Provide knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under Federal Register allocation of the CDBG-DR funds. Conduct unmet needs assessment – particularly housing, infrastructure, and economy. Provide other HUD related technical assistance and consulting services as needed. S. Other Grant Management Assistance: Provide other state and federal grant management services as needed. Assist the Holmes County with the management and administration of other federal grant management programs not identified above.

END OF SCOPE

ATTACHMENT 2

FEDERAL REGULATION CONTRACT REQUIREMENTS 2 C.F.R 200.317-326 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

LEGAL, CONTRACTUAL, OR ADMINISTRATIVE REMEDIES FOR BREACH OF CONTACT Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

TERMINATION FOR CONVENIENCE The Holmes County may terminate any awarded contract at any time for any reason by giving at least thirty (30) days notice in writing to the awarded bidder. If the contract is terminated by the Holmes County as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of the termination.

TERMINATION FOR CAUSE If the awarded bidder fails to comply with any of the terms and conditions of the awarded contract, the Holmes County may give notice, in writing, to the awarded bidder of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the Holmes County may, with no further notice, declare the awarded contract to be terminated. The awarded bidder will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the Holmes County by reason of the awarded bidder's failure to comply with the awarded contract. Notwithstanding the above, the awarded bidder is not relieved of liability to the Holmes County for damage sustained by the Holmes County by virtue of any breach of this Contract by the awarded bidder and the Holmes County may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due the Holmes County from the awarded bidder is determined.

EQUAL EMPLOYMENT OPPORTUNITY Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. During the performance of any awarded "federal assisted contracts" the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be

provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

COMPLIANCE WITH DAVIS-BACON ACT 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. (1) Contractor. The contractor shall comply with 40 U.S.C.3141-3144 and 3146-3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract. (2) Subcontracts. The Contractor or subcontractor shall inset in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT The contracts must also include a provision for compliance with the Copeland “Antikickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient 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. (1) Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. (2) Subcontracts. The contractor or subcontractor shall insert any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

PROCUREMENT OF RECOVERED MATERIALS (1) In the performance of this contract, the Contractor shall make maximum use of the products containing recovered materials that are EPA designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price. (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/> . The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm> .

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 C.F.R PART 5) Compliance with the Contract Work Hours and Safety Standards Act. (1) Overtime requirements. No contractor or subcontractor contracting for any part of this contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or

to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages. The Holmes County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any Disaster Debris Disposal and Removal Services Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.” Further Compliance with the Contract Work Hours and Safety Standards Act. (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT If the Federal award meets the definition of “funding agreement” under 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, Contract and Cooperative Agreements”, and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT “Clean Air Act” The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the Holmes County of Holmes County and understands and agrees that the Holmes County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal

assistance provided by FEMA. "Federal Water Pollution Control Act" The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the Holmes County of Holmes County and understands and agrees that the Holmes County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA."

ENERGY EFFICIENCY AND CONSERVATION ACT Contractor agrees to comply with all applicable standards, order or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant hereto.

SUSPENSION AND DEBARMENT (1) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935). (2) The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Holmes County. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000. Subpart C, in addition to remedies available to the State of Florida Division of Emergency Management and the Holmes County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the Disaster Debris Disposal and Removal Services period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C 1352 (AS AMENDED) Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency."

PROCUREMENT OF RECOVERED MATERIALS In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA'S Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive->

procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (a)

Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause— (b) Prohibitions. (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. (c) Exceptions. (1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services. (d) Reporting requirement. (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions

undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

DOMESTIC PREFERENCE FOR PROCUREMENT As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS The Contractor agrees to provide the Holmes County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Holmes County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CONTRACT CHANGES OR MODIFICATIONS No out-of-scope services shall be performed in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

DHS SEAL, LOGO, AND FLAGS The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

COPYRIGHT The Contractor grants to the Holmes County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Holmes County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Holmes County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Holmes County.

ATTACHMENT 3

COST PROPOSAL FORM

Services will be provided and invoiced by Provider based upon the time incurred at the labor categories and hourly rates defined below, plus the reimbursement of travel costs and other direct costs as more fully described below.

Travel and Other Direct Costs – Provider will invoice Holmes County for travel costs in alignment with the US General Services (GSA) Federal Travel Regulations at cost, without markup. Other direct costs (ODC) may include reproduction, postage, or QuickBase licensing costs. ODCs will be invoiced to Holmes County at cost, without markup.

POSITIONS	HOURLY RATES
Project Executive	\$
Project Manager	\$
Senior Damage Assessment Estimator	\$
Damage Assessment Estimator	\$
Senior Grant Management Specialist	\$
Grant Management Specialist	\$
Senior Engineer/Planner/Analyst	\$
Engineer/Planner/Analyst	\$
Administrative Assistant	\$

OTHER REQUIRED POSITIONS

Submitter may include other positions, with hourly rates and attach a job description for each position.