



**JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS  
REQUEST FOR PROPOSALS ("RFP")**

**ARCHAEOLOGICAL SERVICES FOR OVERSIGHT OF  
DEBRIS REMOVAL AT ENDEAVOR PROPERTY  
LOCATED IN JACKSON COUNTY, FLORIDA  
RFP # 1920-11**

The Jackson County Board of County Commissioners, 2864 Madison Street, Marianna, FL 32448, will receive sealed proposals to perform Archaeological Services for Hurricane Michael Debris/Stump Removal on Endeavor Property until 2:00 P.M. CT on March 19, 2020.

The Area of Potential Effect (APE) is within the boundaries of a property regarded as sensitive due to its history as the Dozier School for Boys which operated until 2011. In order to perform the operation a qualified Archaeologist must be on site to monitor the stump extraction process and must be in compliance with the National Historic Preservation Act.

All proposals must conform to the instructions in the RFP. Interested parties may obtain a copy of the complete RFP package at the above address, by calling (850) 482-9633 or visit the County website at [www.jacksoncountyfl.net](http://www.jacksoncountyfl.net) , click on Purchasing then current bids/RFP's.

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**GENERAL  
INFORMATION PART I**

**DEFINITIONS**

For the purpose of this RFP, "respondent" shall mean Archaeologists, vendors, consultants, respondents, organizations, firms or other persons submitting a response to this RFP.

**PURPOSE**

This RFP provides guidelines for the submission of proposals for the project entitled:

**“Archaeology Services for Oversight of Debris/Stump Removal at Endeavor  
Property”**

**ISSUING OFFICE, DATE AND LOCATION OF OPENING**

Jackson County Board of County Commissioners  
Purchasing Department  
2864 Madison Street  
Marianna, FL 32448

Hereinafter referred to as the "County".

**THE COUNTY MUST RECEIVE ALL PROPOSALS BY 2:00 P.M. CT  
March 19, 2020**

**AWARDS**

The County anticipates entering into a contract with the respondent who submits the proposal judged by the County to be most advantageous. The County anticipates awarding one contract which is in its best interest.

**The respondent understands that this RFP does not constitute an agreement or a contract with the County. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the County, and the contract or agreement is executed by both parties.**

The County reserves the right to reject any and all proposals, to negotiate with apparent low respondents, to waive any informalities of a minor nature, and to solicit and re-advertise for other proposals. Mistakes clearly evident on the face of the proposal documents, such as computation errors, may be corrected by the County.

All proposals are subject to the approval of the Jackson County Board of County Commissioners at a duly noticed Board meeting.

### **DEVELOPMENT COSTS**

Neither the County nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare their proposals simply and economically, providing a straightforward and concise description of the respondents' ability to meet the requirements of the RFP.

### **INQUIRIES**

The County encourages interested parties to contact the County to discuss this RFP. If you have questions please email them to Traci Taylor, Procurement Officer at [ttaylor@jacksoncountyfl.com](mailto:ttaylor@jacksoncountyfl.com). The County will provide written answers to substantive questions in the form of written addenda to all respondents who requested the RFP package.

If issued, the County will issue written addenda at least five calendar days before the proposal opening date. All respondents should contact the County at least five days before the proposal opening date to ascertain whether any addenda have been issued. Any addenda issued will be posted on the County website at [www.jacksoncountyfl.net](http://www.jacksoncountyfl.net) click on current bids/RFP's.

- A. The County may enter into a contract after conducting negotiations and obtaining appropriate approvals.

### **DELAYS**

The County may delay scheduled due dates if it is to the advantage of the County to do so. The County will notify respondents of all changes in scheduled due dates by written notice.

### **SUBMISSION AND WITHDRAWAL**

The County will receive proposals at the following address:

Jackson County Board of  
County Commissioners  
2864 Madison Street  
Marianna, FL 32448

**Please be advised that mail delivery to the County is not always by 2:00 P.M. CT.**

**For deliveries via courier service, please also use the address above.**

**To facilitate processing, the face of the envelope shall state in capital letters: "SEALED PROPOSAL (RFP # 1920-11, ARCHAEOLOGICAL SERVICES FOR DEBRIS REMOVAL ON COUNTY PROPERTY)"**

**The envelope shall also include the respondent's return address. Envelopes received but not properly marked will not be considered.**

Respondents shall submit one (1) original four (4) copies of the proposal in a sealed envelope marked as noted above. The respondent may submit the proposal in person, by courier, or by mail.

**THE COUNTY MUST RECEIVE ALL PROPOSALS BY 2:00 P.M. CT ON  
March 19, 2020**

The County cautions respondents to assure actual delivery of mailed or hand delivered proposals **directly to the County's Division of Administration** prior to the deadline set for opening. Telephone confirmation of timely receipt of the proposal may be made by calling (850) 482-9633 and asking for the Procurement Officer before the proposal opening time. Proposals received after the established deadline will not be considered.

Receipt of a proposal by any County office or personnel other than the County receptionist or the Division of Administration does not constitute "delivery" as required by this RFP.

A respondent may withdraw a proposal by notifying the County in writing at any time prior to the opening. Respondents may withdraw proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once received, become the property of the County and will not be returned to the respondents.

Upon opening, proposals become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFP by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

Proposals will be made available for inspection at the time the County posts notice of its decision or intended decision concerning contract awards, or ten (10) working days after the proposal opening, whichever is earlier.

**ADDENDA**

If revisions become necessary, the County will provide written addenda to all prospective respondents who requested the RFP. All addenda issued by the County will include a receipt form which must be signed and included with any proposals that are submitted to

the County. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to the County.

### **EQUAL OPPORTUNITY**

The County recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

It is the policy of the County to ensure that qualified respondents wishing to participate in the procurement process have the maximum opportunity to compete and perform on County contracts.

The County encourages participation by minority and women business enterprises (MBE/WBE) and requests MBE/WBEs to submit evidence of such designation with their proposals. For further information on designation as a minority business enterprise, prospective respondents may contact the County's Accounting Office at (850) 482-9633.

### **ORAL PRESENTATIONS**

At its discretion, the County may require any respondent to make an oral presentation of the proposal. These presentations provide an opportunity for the respondent to clarify the proposal for the County. The County will schedule any such presentations.

### **NEWS RELEASES**

The respondent should obtain the prior approval of the County for all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

### **INSURANCE**

The respondent, if awarded a contract, shall maintain insurance coverage reflecting the amounts and conditions specified. In the event the respondent is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the respondent's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

### **PUBLIC ENTITY CRIME**

“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 an Archaeologist, supplier, subArchaeologist, 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.”

**DISCRIMINATORY VENDOR LIST**

“ An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as an Archaeologist, supplier, or consultant under a contract with any public entity; and may not transact business with any public entity.”

**VENDOR CHECKLIST**

Please review the checklist for this proposal (RFP #1920-11) to ensure that you have properly followed the instructions. Many bids and proposals are rejected because the respondent simply failed to comply with required preparation and submission requirements.

- Have you performed a final review of your proposal to ensure you included all required documentation?
- Have you verified all amounts, if any are required, to ensure that they are complete and accurate?
- Have you signed the Acknowledgment form on page 14 and included it in your package?
- Have you completed the information requested under section 3-3 on pages 15 and 16 and included it in your package?
- IS YOUR ENVELOPE PROPERLY MARKED? See page 5 of this RFP for further details. (Most rejected proposals/bids are caused by the respondent failing to properly mark their package. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your proposal/bid is opened prior to the designated date and time, it cannot be considered).
- Have you selected the method of shipping that will ensure that your response will arrive before the deadline. Responses received after the date and time specified will not be considered.
- Have you provided evidence of your Minority Business status, if applicable? Vendor Registration Form provided.
- Have you completed all required forms and included them in your package?

## SCOPE OF SERVICES

### PART II

#### REQUIRED ARCHAEOLOGICAL SERVICES

The Area of Potential Effect (APE) is within the boundaries of a property regarded as sensitive due to its history as the Dozier School for Boys, which operated until 2011. The scope of work will include monitoring of Hurricane Michael debris and stump removal.

- 1) In an abundance of caution FEMA has added a special condition to this project to protect any unidentified subsurface resources: The applicant must have a qualified archaeologist monitor the stump extraction process; If human remains or any intact archeological deposits are uncovered, work in the vicinity of the discovery will stop immediately; access will be restricted; and, notifications will be made to the applicant, FEMA, and the Florida Division of Historical Resources.
- 2) The archaeologist retained by the applicant must be on-site for the duration of all ground disturbing project activities, must meet the Secretary of the Interior's Professional Qualifications Standards for professional archaeologists, and must have specialized knowledge and experience in the identification and treatment of human skeletal remains.
- 3) The archaeologist must directly observe all ground disturbing activities.
- 4) If at any time, human remains or suspected human remains are encountered, all activities related to this project must cease regardless of proximity to the discovery.
- 5) If human remains or suspected human remains are encountered the provisions of Section 872.05, Florida Statutes, must be followed.
- 6) In addition to adhering to the notification procedures outlined in Section 872.05, Florida Statutes, the SHPO requests that any identification of human remains be immediately reported to the Director of the Division of Historical Resources.



## **INSTRUCTIONS FOR PREPARING PROPOSALS**

### **PART III**

#### **RULES FOR PROPOSALS**

##### **COMPLIANCE**

All proposals must comply with applicable Florida Statutes, laws and rules.

##### **ENVELOPE REQUIREMENTS**

One copy of each proposal must be submitted in a sealed opaque envelope. The face of the envelope shall state in capital letters:

**"SEALED PROPOSAL (RFP # 1920-11, ARCHAEOLOGICAL SERVICES FOR DEBRIS REMOVAL ON COUNTY PROPERTY)**

##### **A. DELIVERY RESPONSIBILITIES**

The County cautions respondents to assure actual delivery of mailed or hand delivered proposals directly to the County's Division of Administration prior to the deadline set for opening. Telephone confirmation of timely receipt of the proposal may be made by calling (850) 482-9633 and asking for the Purchasing Agent before the proposal opening time. Proposals received after the established deadline will not be considered. Proposals by telegram, telephone or fax will not be acceptable. The Jackson County Board of County Commissioners is located in the Central Time Zone, in Marianna, Florida. Please be advised that mail delivery to the County is not always by 2:00 P.M. CT.

##### **B. COUNTY FORMS**

When included, all proposals shall be submitted on forms supplied by the Jackson County Board of County Commissioners.

##### **C. CONFLICT OF INTEREST**

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents shall disclose with their proposal the name of any officer, director, board member or agent who is also an employee of the State of Florida, or any of its agencies. Further, all respondents shall disclose the name of any state employee or any board member or employee of the County who owns directly or indirectly an interest of ten percent (10%) or more in the respondent's firm, subsidiaries or branches.

##### **D. TAX EXEMPT**

The County is not subject to Florida sales tax or to any federal excise taxes on all sales made

directly to the County, and neither shall be included in the proposal price. Tax exemption forms will be supplied to the successful respondent upon request.

**E. TRANSPORTATION**

Any transportation or other charges incurred in the delivery of the product or service as specified must be included in the price.

**F. COSTS**

All costs whether direct or indirect which will be ultimately paid by the County must be included in the price. Any indirect, overhead, profit margin or other such costs, however named, which are reflected as a percentage figure must also be identified in a dollar amount and included in the proposal price.

**ACKNOWLEDGMENT**

I, the undersigned, having read Parts I through V of this RFP, and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the proposal contained herein.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Position or Title

\_\_\_\_\_  
Typed Name of Above Signature

\_\_\_\_\_  
Agency or Company

Unsigned proposals may be rejected by the Jackson County Board of County Commissioners

\_\_\_\_\_  
Clint Pate, Board Chairman  
Jackson County Board of County Commissioners

## **PROPOSAL FORMAT**

If you are interested in submitting a proposal to provide “Archaeology Services for Debris Removal at Endeavor Property” you must provide to following requested information.

- a) name, business address and address of any branch offices;
- b) information on the principal
  - 1. formal education
  - 2. organizational memberships and designations
  - 3. years of experience
- c) information on appropriate staff
  - 1. formal education
  - 2. organizational memberships and designations
  - 3. years of experience
- d) organizational structure as well as special capabilities (such as GIS, CADD, etc.)
- e) specific and recent experience
- f) list of Florida counties where you have performed archaeological services
- g) hourly or daily rates charged for principals and staff;
- h) an indication of the current and projected workload of your firm as it relates to your ability to quickly respond to and complete proposed assignments;
- i) proof as being accepted under the Registry of Professional Archaeologists (RPA) is preferred. Membership in the Florida Archaeological Council (FAC) is required.
- j) a list of pertinent references, including names, addresses and telephone numbers;
- k) evidence if you are a Minority Business Enterprise (County Vendor Registration Form);
- l) any other materials or information that might assist the County in evaluating your qualifications;
- m) Complete and submit all attached forms.

## **EVALUATION OF PROPOSALS PART IV**

Evaluation of the submitted proposal materials will be carried out by staff/consultants of the Jackson County Board of County Commissioners using the criteria listed below:

- a) Qualifications of Principal
- b) Qualifications of additional personnel
- c) Organization and capabilities
- d) Experience with archaeology services/oversight
- e) Location in relation to projects
- f) Hourly or daily rates
- g) Recent, current and projected workload
- h) Client firms and contact persons
- i) Proof as being accepted under the RPA (preferred) and membership in the Florida Archaeological Council (required).
- j) Minority Business Enterprise

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## SAMPLE CONTRACT 1920-11

### ARCHAEOLOGY SERVICES FOR OVERSIGHT OF DEBRIS REMOVAL ON ENDEAVOR PROPERTY RFP # 1920-11

This Contract, dated \_\_\_\_\_ is between the Jackson County Board of County Commissioners, located at 2864 Madison Street, Marianna, FL 32448("County"), and Vendor Name, located at Vendor Address, City, State, Zip ("Archaeologist").

#### 1. Scope of Work

##### REQUIRED ARCHAEOLOGICAL SERVICES

The Area of Potential Effect (APE) is within the boundaries of a property regarded as sensitive due to ITS history as the Dozier School for Boys, which operated until 2011. The scope of work will include monitoring of Hurricane Michael debris and stump removal.

- a) In an abundance of caution FEMA has added a special condition to this project
- b) to protect any unidentified subsurface resources: The applicant must have a qualified archaeologist monitor the stump extraction process; If human remains or any intact archeological deposits are uncovered, work in the vicinity of the discovery will stop immediately; access will be restricted; and, notifications will be made to the applicant,
- c) FEMA, and the Florida Division of Historical Resources
- d) The archaeologist retained by the applicant must be on-site for the duration of all ground disturbing project activities, must meet the Secretary of the Interior's Professional Qualifications Standards for professional archaeologists, and must have specialized knowledge and experience in the identification and treatment of human skeletal remains.
- e) The archaeologist must directly observe all ground disturbing activities
- f) If at any time, human remains or suspected human remains are encountered, all activities related to this project must cease regardless of proximity to the discovery.
- g) If human remains or suspected human remains a the provisions of Section 872.05, Florida Statutes, must be followed.
- h) In addition to adhering to the notification procedures outlined in Section 872.05, Florida Statutes, the SHPO requests that any identification of human remains be immediately reported to the Director of the Division of Historical Resources.

The Archaeologist will perform those services in accordance with **Exhibit 1** Scope of Work The Archaeologist hereby agrees to provide the following services to the County according to RFP 1920-11 said documents being incorporated into this agreement as if fully set out herein, and the Archaeologists response thereto, said documents being attached as **Exhibit 2**, to the extent they are not inconsistent with this Agreement.

The project may be reimbursed by the Federal Emergency Management Agency (FEMA) as part of Disaster Recovery from Hurricane Michael FEMA Project No. DR-4399. It is imperative that Respondents examine and become familiar with the Public Assistance Program established by the Federal Emergency Management Agency (FEMA). Funding for the project may be made possible through this grant and is contingent on strict conformance to the guidelines set forth by Florida Department of Emergency Management (FDEM) and FEMA. Respondents will comply with the Federal Regulations Contract Requirements shown as **Exhibit 3**. A third party consultant may be utilized to provide Construction Engineering and Inspection Services to ensure compliance with Federal Requirements.

2. Term

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and will end once the debris removal process has been completed.

3. Contract Price

The County shall pay the Archaeologist for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Archaeologist's pay application and written approval of same by the County's Designated Representative indicating that services have been rendered in conformity with this Agreement. The Archaeologist shall submit payment application to the County Facilities Management Division on a monthly basis for those specific services, as described in this Agreement, ITB 1920-11 and the Archaeologist's proposal cost, that were satisfactorily completed during that invoicing period.

4. Independent Contractor

The Archaeologist shall at all times, relevant to this contract, be an independent contractor and in no event shall the Archaeologist, nor any employees, be considered to be employees of Jackson County.

5. Archaeologist's Personnel

Archaeologist has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Archaeologist. The direction of the work of Archaeologist's employees shall be under the exclusive control of Archaeologist. If the County objects to the presence or performance of any employee of Archaeologist, Archaeologist shall remove such employee from County premises.

6. Cooperation

Archaeologist agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Archaeologist will cooperate with the County Public Works Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

7. Materials, Supplies, Etc.

Archaeologist shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

8. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Archaeologist shall comply with Florida's Public Records Law. Specifically, the Archaeologist shall:

Keep and maintain public records required by the County in order to perform the service;

Upon request from the County's custodian of public records, provide the County 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 Chapter 119, F.S. or as otherwise provided by law.

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 Archaeologist does not transfer the records to the County.

Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Archaeologist, or keep and maintain public records required by the County to perform the service. If the Archaeologist transfers all public records to the County upon completion of the contract, the Archaeologist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Archaeologist keeps and maintains public records upon completion of the contract, the Archaeologist 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.

The Archaeologist shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for

audit purposes during the term of this Contract and for five (5) years following Contract completion.

9. Public Records Custodian

If the Archaeologist has questions regarding the application of Chapter 119, Florida Statutes, to the Archaeologist's duty to provide public records relating to this contract contact Karlyn Tidwell, Custodian of Public Records at (850) 482-9633, [ktidwell@jacksoncountyfl.com](mailto:ktidwell@jacksoncountyfl.com) or 2864 Madison Street, Marianna, FL 32448.

10. County Representative

The Long Term Recovery/Facilities Director or a designee has authority to designate the work to be done by Archaeologist, to inspect such work, and to resolve questions which arise between the parties. The Archaeologist or the Archaeologist's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

11. Laws, Rules and Regulations

General Laws: Archaeologist shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Archaeologist's performance of this Contract and the preservation of public health and safety. Upon request by the County, Archaeologist shall provide proof of such compliance to the County.

Illegal Alien Labor: Archaeologist shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Archaeologist shall not knowingly employ or contract with an illegal alien to perform work under this contract.

12. 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. Archaeologist's doing business with a public entity, for which the compensation is wholly or partially provided by a federal awarding agency, must register at [www.sam.gov](http://www.sam.gov).



13. E- Verify

Archaeologist 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:

1. All persons employed by the Archaeologist during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the Archaeologist to perform work pursuant to the contract with the Department.

By submission of a bid in response to this document, the Archaeologist certifies compliance with the above requirements.

14. Insurance

During the term of this Contract, Archaeologist will purchase and maintain insurance and comply with the Jackson County Insurance Requirements, which are attached as **Exhibit 5** to this Contract and incorporated by reference.

15. Hold Harmless and Indemnification

The Archaeologist shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and persons employed or utilized by the Archaeologist.

The parties understand and agree that such indemnification by the Archaeologist relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

The Archaeologist'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.

This Section survives termination or expiration of this Contract.

16. Duty to Pay Defense Costs and Expenses

The Archaeologist agrees to reimburse and pay on behalf of the County the cost of the County's 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 Archaeologist's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Archaeologist accordingly for all fees, costs and expenses upon the conclusion of the claim.

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.

This Section survives termination or expiration of this Contract.

17. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:  
Jackson County Facilities Management  
Attn: Pam Pichard  
2864 Madison Street  
Marianna, FL 32448

For the Contractor:

The Archaeologist shall notify the Jackson County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Archaeologist's notification of address change is sufficient if sent by email or facsimile.

18. Assignment

Archaeologist shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

19. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

20. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

21. No Waiver

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Archaeologist shall not be construed to waive or limit the full and faithful performance by the Archaeologist of another of its obligations or of the same obligation in the future.

22. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the Archaeologist, 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.

23. Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations

under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Archaeologist at the time of termination may be adjusted to cover any additional costs to the local government because of the Archaeologist's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the Archaeologist for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Archaeologist relating to commitments which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the Archaeologist shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Archaeologist in performing this contract, whether completed or in process.

Failure of the Archaeologist to comply with the provision of Section 12 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Archaeologist to be non- responsible for bidding or proposing on future contracts for one year from the date the County notifies the Archaeologist of such non-compliance.

24. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

25. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

26. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Jackson County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties have executed this Contract as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Executed by:

**BOARD OF COUNTY COMMISSIONERS  
JACKSON COUNTY FLORIDA**

By: Clint Pate, Chairman

Attest:

\_\_\_\_\_  
Clayton Rooks, III,  
Clerk of Court  
Approved as to form

\_\_\_\_\_  
Office of Jackson County Attorney

**ARCHAEOLOGIST**

By: \_\_\_\_\_  
(Authorized Representative)

Its: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

This Contract was acknowledged and subscribed before me the undersigned notary this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ and with proper authority, and who is personally known by me or produced identification of \_\_\_\_\_.

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

Exhibits:

- 1. Scope of Work
- 2. Archaeologist's Response to ITB 19-50
- 3. Federal Regulations Contract Requirements
- 4. Insurance Requirement

## **EXHIBIT 1 SCOPE OF WORK**

### REQUIRED ARCHAEOLOGICAL SERVICES

The Area of Potential Effect (APE) is within the boundaries of a property regarded as sensitive due to its history as the Dozier School for Boys, which operated until 2011. The scope of work will include monitoring of Hurricane Michael debris and stump removal.

- 7) In an abundance of caution FEMA has added a special condition to this project to protect any unidentified subsurface resources: The applicant must have a qualified archaeologist monitor the stump extraction process; If human remains or any intact archeological deposits are uncovered, work in the vicinity of the discovery will stop immediately; access will be restricted; and, notifications will be made to the applicant, FEMA, and the Florida Division of Historical Resources
- 8) The archaeologist retained by the applicant must be on-site for the duration of all ground disturbing project activities, must meet the Secretary of the Interior's Professional Qualifications Standards for professional archaeologists, and must have specialized knowledge and experience in the identification and treatment of human skeletal remains.
- 9) The archaeologist must directly observe all ground disturbing activities
- 10) If at any time, human remains or suspected human remains are encountered, all activities related to this project must cease regardless of proximity to the discovery.
- 11) If human remains or suspected human remains are encountered the provisions of Section 872.05, Florida Statutes, must be followed.
- 12) In addition to adhering to the notification procedures outlined in Section 872.05, Florida Statutes, the SHPO requests that any identification of human remains be immediately reported to the Director of the Division of Historical Resources.

**EXHIBIT 2**  
**RESPONSE TO BID**

## EXHIBIT 3

### FEDERAL REGULATIONS CONTRACT REQUIREMENTS

#### FEDERAL EMERGENCY MANAGEMENT AGENCY

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

#### **Contractor means an entity that receives a contract.**

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

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

#### FEDERAL CONTRACT PROVISIONS

1. **Conflict of Interest** - This Contract/Work Order is subject to chapter 112, F.S. The vendor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's company or its affiliates.
2. **Discriminatory Vendors** – (1) No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance during the term of the contract. (2) Contractor shall disclose if they appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not: 1) Submit a bid on an agreement to provide any goods or services to a public entity; 2) Submit a bid on an agreement with a public entity for the construction or repair of a public building or public work; 3) Submit bids on leases of real property to a public



entity; or 4) Be awarded or perform work as a consultant under an agreement with any public entity; or transact business with any public entity.

3. **Lobbying** - No funds received pursuant to this Agreement may be expended for lobbying the Federal or State Legislature, the judicial branch, or a federal or state agency. The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

4. **Record Retention** – A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request. B. In the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the County, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims
5. **Diversity** – All contracting and subcontracting opportunities afforded by this solicitation/contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Firms qualifying

under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a Minority Business vendor. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

- 6. Applicable Laws** - The contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Consortium. The contractor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and that FEMA financial assistance may be used to fund the contract. As such, the contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 7. Administrative, Contractual, or Legal Remedies** - 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.
- 8. Patents and Data** - No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The grantor agency and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.
- 9. Clean Air Act and Federal Water Pollution Control Act** - (1) 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.* (2) 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.* (3) The contractor agrees to report each violation to the Consortium member and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (4) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- 10. Suspension and Debarment** (1) This contract is a covered transaction for purposes of 2 C.F.R.pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. 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 County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management, 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 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the 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.” (5) The Contractor’s debarment and suspension status will be validated by the County at the System for Award Management at [www.sam.gov](http://www.sam.gov) and the State of Florida at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_or\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_or_information/convicted_suspended_discriminatory_complaints_vendor_lists)

**11. Reporting** - The contractor will provide any information required to comply with the grantor agency requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of the County, as the Federal or State granting agency may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the granting agency.

**12. Access to Records** – (1) The contractor agrees to provide the 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. (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.”

Pursuant to Section 20.055(5), F.S., the contractor will cooperate with the State of Florida’s Inspector General in any investigation, audit, inspection, review, or hearing.

**13. Energy Efficiency Standards** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**14. 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.”

**15. 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.

**16. 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.”

**17. Recovered Materials –**

(1) 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 (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 web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**18. Discriminatory Vendors List:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

**19. Inspector General Cooperation:** The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**20. Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms**

(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

(c) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

## **21. Equal Opportunity Clauses**

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 "federally 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 by the contracting officer 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 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such 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 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.

(7) The contractor will include the provisions of paragraphs (1) through (7) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**22. Contract Work Hours And Safety Standards Act 40 U.S.C. 3702 And 3704, As Supplemented By Department Of Labor Regulations (29 CFR Part 5)**

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the 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 therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the 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 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 other 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.

### **23. Rights To Inventions Made Under A Contract Or Agreement**

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

### **24. 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 \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier 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.

**EXHIBIT 4**  
**JACKSON 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.

**2. DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the Jackson County Board of Commissioners, 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 Jackson County Board of Commissioners. 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. All subcontractors are subject to the same coverages and limits as 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 purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

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. 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.

j. 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.

k. 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 JACKSON COUNTY BOARD OF COMMISSIONERS, 2864 Madison Street, Marianna, FL 32448. 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, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

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.

l. 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.