



**JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS**

**PURCHASING DEPARTMENT  
2864 MADISON STREET  
MARIANNA, FL 32448**

**INVITATION TO BID  
2122-01**

**CONSTRUCTION OF METAL STORAGE BUILDING  
FOR FIRE RESCUE**

## INVITATION TO BID JACKSON COUNTY

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**NOTICE** is hereby given to all interested persons or firms that the Jackson County Board of County Commissioners is accepting sealed bids at the Jackson County Administration Building, 2864 Madison Street, Marianna, Florida 32448 until **2:00 pm CST on Tuesday, November 30, 2021** for the following project:

**BID NUMBER: 2122-01**

**BID NAME: Fire Rescue Storage Building**

**DESCRIPTION:** The Jackson County Board of County Commissioners is seeking to award a contract for the construction of Metal Storage Building (Pole Barn) and Concrete Foundation as specified below. The building is to be constructed at the Jackson County Fire Rescue Office located at 5422 Cliff Street, Graceville, FL 32440. Contractor shall be responsible for providing all permits, labor, materials, machinery, and equipment necessary to construct and complete the project.

The building being requested will be used primarily for equipment storage and will be placed on a newly constructed concrete slab foundation. The existing work surface will require some concrete demo as well as concrete installation. There are two 12x12ft rollup doors required on the building however, no insulation is required. There are no utilities to be installed.

**SUBMISSION DEADLINE: November 30, 2021 by 2:00 pm CST**

**REQUIRED PRE-BID MEETING: November 23, 2021 AT 10:00 am CST**

**BID MUST BE SEALED** and identified by the **NAME OF THE FIRM, NAME AND NUMBER OF THE BID, ALONG WITH THE DATE AND TIME OF OPENING.**

Bids will be opened and recorded by the Purchasing Office of the Jackson County Board of County Commissioners located at **2864 Madison Street, Marianna, Florida** on **Tuesday, November 30, 2021 at 2:00 PM** or shortly thereafter.

Specifications and General Conditions may be obtained from our Solicitation Center found at <https://jacksoncountyfl.gov/services/purchasing/> or by contacting Nicole Bradley, Procurement Officer between the hours of 8:00 am CST and 4:00 pm CST Monday through Friday by phone at 850-482-9633 or by email at [bradley@jacksoncountyfl.gov](mailto:bradley@jacksoncountyfl.gov). All questions must be in writing and directed to the Procurement Officer, either by email or at 2864 Madison Street, Marianna, FL 32448. The deadline for questions is **November 23, 2021 by 2:00 PM CST.**

List of bidders and awards (if any) shall be announced at a meeting of the Jackson County Board of County Commissioners. Bid award will be made to the best bidder, but the right is reserved to reject any or all bids.

Clayton O. Rooks, III  
CLERK OF CIRCUIT COURT

Board of County Commissioners  
By: James Peacock  
BOARD CHAIRMAN



## Jackson County Board of County Commissioners

### REQUEST FOR PROPOSALS 2122-01 Fire Rescue Storage Building

#### INTENT TO PARTICIPATE

NOTICE is hereby given to all interested parties that Jackson County will be accepting sealed bids for the following:

**BID NUMBER: 2122-01**

**BID NAME: FIRE RESCUE STORAGE BUILDING**

**GENERAL DESCRIPTION:** The Jackson County Board of County Commissioners is seeking to award a contract for the construction of a metal storage building and concrete foundation as specified in the bid documents. The building is to be constructed at the Jackson County Fire Rescue Office located at 5422 Cliff Street, Graceville, FL 32440. Contractor shall be responsible for providing all permits, labor, materials, machinery, and equipment necessary to construct and complete the project.

**BID DEADLINE DATE: Tuesday, November 30, 2021**

**DEADLINE TIME: 2:00 PM CST**

PLEASE COMPLETE AND RETURN THIS FORM BY EMAIL TO [BRADLEYN@JACKSONCOUNTYFL.GOV](mailto:BRADLEYN@JACKSONCOUNTYFL.GOV)

|   |  |
|---|--|
| WE <b>INTEND</b> TO PARTICIPATE IN THIS BID REQUEST   |  |
| We <b>DO NOT</b> intend to participate in this Bid request,<br>but would like to remain on the Jackson County Vendor list |  |
| We wish to be removed from vendor list for future invitations to bid  |  |

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

PRINTED NAME

TITLE

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return this Intent to Participate immediately upon receipt.



## Jackson County Board of County Commissioners

### **IMPORTANT NOTICE** **CONTRACTOR MEETING NOTIFICATION**

**Project #: 2122-01**

**Project Name: Fire Rescue Storage Building**

**Contractors Pre-Bid Meeting: November 23, 2021 at 10:00am CST**

**Meeting Location: 5422 Cliff Street, Graceville, FL 32440**

**SPECIAL NOTE:** Additional information may be given at this meeting. This additional information WILL NOT be mailed out to any vendors not participating in this meeting.

**This Project Involves a Mandatory Pre-Bid Meeting on  
November 23, 2021 at 10:00am CST**

If bidder cannot physically attend, the following Zoom link may be used instead:  
<https://us02web.zoom.us/j/85082862623pwd=enkzbnNwUmlHVkM5a1dpRzB3UmRGdz09>

**Dial by your location  
+1 312 626 6799 US (Chicago)**

**Meeting ID: 850 8286 2623**

**Passcode: 952919**

**Find your local number: <https://us02web.zoom.us/j/kBSeBevms>**



## Jackson County Board of County Commissioners

# GENERAL INFORMATION BID PACKET CONTENTS

**BID NUMBER: 2122-01**

**BID NAME: Fire Rescue Storage Building**

THIS PACKET CONTAINS THE FOLLOWING DOCUMENTS.

**NOTE:** SOME OF THESE DOCUMENTS NEED TO BE RETURNED. PLEASE READ AND FOLLOW THE SUBMISSION REQUIREMENT SO THAT YOUR BID WILL NOT BE DISQUALIFIED.

| DESCRIPTION  | SUBMISSION REQUIREMENT                      |
|--|---|
| • IMPORTANT NOTICE (if a contractor meeting has been set, the information will be given within the bid packet) |   |
| • INTENT TO PARTICIPATE -----  | <b>EMAIL THIS DOCUMENT BACK IMMEDIATELY</b> |
| • INVITATION TO BID-----   | DO NOT RETURN                               |
| • EXPLANATIONS & PROCEDURES-----   | DO NOT RETURN                               |
| • GENERAL CONDITIONS AND SPECIFICATIONS -----  | DO NOT RETURN                               |
| • BID SPECIFICATIONS-----  | DO NOT RETURN                               |
| • BID RESPONSE FORM-----   | <b>SUBMIT THREE COPIES WITH BID</b>         |
| • VENDOR INFORMATION-----  | <b>SUBMIT ONE COPY WITH BID</b>             |
| • COPY OF FORM W-9-----  | <b>SUBMIT ONE COPY WITH BID</b>             |
| • STATEMENT OF EXPERIENCE-----   | <b>SUBMIT ONE COPY WITH BID</b>             |
| • SUBCONTRACTOR LIST-----  | <b>SUBMIT ONE COPY (if applicable)</b>      |
| • PUBLIC ENTITY CRIMES FORM-----   | <b>SUBMIT ONE COPY WITH BID</b>             |
| • DRUG FREE WORKPLACE CERTIFICATE-----   | <b>SUBMIT ONE COPY WITH BID</b>             |
| • CERTIFICATION REGARDING LOBBYING-----  | <b>SUBMIT ONE COPY WITH BID</b>             |
| • SAMPLE CONTRACTT   | DO NOT RETURN                               |

ADDITIONAL DOCUMENTS REQUIRED IN CONJUNCTION WITH THIS BID

Documents that are in **BOLD ARE** required for submission. Documents **NOT** in **BOLD** are NOT required.

- **BID BOND (for bids over \$50,000)**
- PAYMENT BOND
- PERFORMANCE BOND – must be presented when contract is signed
- **PROOF OF WORKMAN’S COMPENSATION INSURANCE**
- **PROOF OF CURRENT LIABILITY INSURANCE (County may, if necessary, request an increase)**

DOCUMENTS WHICH WILL BE ISSUED UPON AWARD

1. NOTICE OF AWARD
2. CONTRACT

**CERTIFICATE OF FINAL COMPLETION –**

Must be completed and submitted to Purchasing Dept. or final payment will not be made.



## Jackson County Board of County Commissioners

### **BID DOCUMENTS: EXPLANATION & PROCEDURES**

**The procedures listed here will be followed by everyone responding to a Bid Request. Failure to comply with these procedures COULD RESULT IN DISQUALIFICATION.**

#### **ADDENDA**

Changes are made from time to time pertaining to the Bid. These changes or additional information will be provided to everyone that has returned the Invitation to Participate. If the Invitation to Participate has not been returned, the Purchasing Department will make the determination that your firm does not wish to respond to this Bid request. As a result, any addenda will NOT be sent to your firm.

#### **NOTICE OF AWARD - RETURN THIS DOCUMENT WITHIN 15 DAYS**

This document will be sent to the successful bidder as notification of the award of the bid. The contractor must return this document within 15 calendar days. Return two copies of the Contract along with the Notice of Award. No work on the project is to occur until the Contractor has received the NOTICE TO PROCEED. However, Contractor may take the necessary steps to prepare for the work to begin. These steps could include but not be limited to scheduling, ordering items/equipment etc. The contractor shall also send the remainder of the required documents, Performance Bonds, Insurance requirements Etc. at this time.

#### **NOTICE TO PROCEED - RETURN THIS DOCUMENT UPON EXECUTION**

The Notice to Proceed will be sent only after all the required forms have been received by the Purchasing Department. The Notice to Proceed will specify a starting date on which the contractor shall start work. This document will also specify the total amount of days allowed for the completion of this project and will identify the date in which this project should conclude.

#### **TIME ZONE**

Jackson County is in the Central Time Zone. All reference to time is made in the Central Time zone. Those responding to this Request for Bid are responsible for responding accordingly.

#### **NO RESPONSE**

Where more than one item is listed, any items not included in the response shall be indicated by a written "NO RESPONSE" beside the item. If no items are represented, a "Statement of NO RESPONSE" should be returned, with the envelope plainly marked "NO RESPONSE" and with the RFP number. Failure to comply will be an indication that the firm does not wish to be considered for future requests.

#### **ACCEPTANCE/REJECTION**

The County reserves the right to reject the response of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of firms in order to make a determination as to the forgoing. Jackson County reserves the right to waive any irregularities and technicalities and may, at its discretion, request to re-advertise this RFP.

## **LEGAL REQUIREMENTS**

Respondents are required to comply with all provisions of Federal, State and County laws and Ordinances, rules and regulations, that are applicable to the items being requested. Lack of knowledge by the respondent shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof. The respondent shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the purchase transaction. The successful bidder is responsible for knowing and fully understanding the condition of the items he/she is bidding on. This is an as is, where is purchase and Jackson County is not responsible for any damages or needed repairs of the property.

- **PUBLIC ENTITY CRIMES**

Any person submitting a proposal in response to this invitation must execute the enclosed SWORN STATEMENT UNDER SECTION 287.133 (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s) in the space(s) provided, and enclose it with the proposal. No award will be executed with any person affiliate identified on the Department of General Services "Convicted Vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (2) (currently \$10,000.00) with any person or affiliate on the "Convicted Vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f) Florida Statutes.

- **DRUG FREE WORKPLACE PROGRAMS**

Preference shall be given to businesses with Drug-Free Workplace Programs, when two or more packets, which are equal with respect to quality and service, are received by the County of Jackson for the procurement of commodities or contractual services.

- **PROCUREMENT REGULATIONS**

This request is governed by the Jackson County Procurement Policy. A copy of the Procurement Policy is available for your review at the County Purchasing Office.

- **PROTESTS OR DISPUTES**

Any protests or disputes pursuant to this request and/or contract award shall be governed by the procedures noted in the Procurement Policy.

- **NON-COLLUSION**

Firm certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of service. Any such violation may result in contract cancellation, return of materials or discontinuation of services and possible removal from the vendor list(s).

- **CONFLICT OF INTEREST**

The award is subject to provisions of State Statutes and County Ordinances if any. All respondents must disclose with their response the name of any office, director, or agent who is an employee of Jackson County. Further, all firms must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its branches.

- **UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the County for any terms and conditions not specifically stated in this Invitation.

- **EEO STATEMENT**

Jackson County is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination based on race, color, religion, national origin, age and sex.

- **QUESTIONS PERTAINING TO THE PROJECT**

No questions regarding this project will be answered unless said questions are in proper form. Questions pertaining to the specifications of this project will be delivered to the Procurement Officer via email at [bradley@jacksoncountyfl.gov](mailto:bradley@jacksoncountyfl.gov). The original question along with the answer will be sent via email to every firm who has returned the Invitation to Participate.

- **NEGOTIATIONS**

Negotiations will be conducted in accordance with Florida State Statute 11.45.





## Jackson County Board of County Commissioners

# GENERAL CONDITIONS AND SPECIFICATIONS

### GENERAL INFORMATION

- A. These documents constitute the complete set of specification requirements and forms. The Proposal, including all sheets and attachments must be filled in, executed, and submitted in a sealed envelope bearing the RFP number on the outside and mailed or presented to the Purchasing Office on or before the specified time and date. The face envelope shall contain the return address, the date of RFP opening, the RFP number and title.
- B. It is the sole responsibility of the respondent to ensure that his or her response reaches the Purchasing Office on or before the closing date and time. The County of Jackson shall in no way be responsible for delays, caused by any other occurrence. Offers by telephone, telegram or facsimile shall not be accepted unless otherwise specified.
- C. All responses must be typed or written in ink and must be signed in ink by an officer or employee having authority to bind the company or firm.
- D. **Provide one original signed copy and two (2) additional copies** of any Response pages which must be prepared by your firm as directed in response to this request. The original copy of the RFP/RFQ must contain an original, manual signature of an authorized representative of the company.
- E. Respondents shall not be allowed to modify their packets after the opening time and date. RFP files may be examined during normal working hours, after the opening, by appointment only.
- F. Proposals will be publicly opened by the Purchasing Department of the Board of County Commissioners of Jackson County. This will take place at 2864 Madison Street, Marianna, Florida 32448 on the date and time indicated as the submission **deadline**.

### ALL RESPONDENTS OR THEIR REPRESENTATIVES ARE INVITED TO BE PRESENT

For information concerning this bid, please contact:

**Nicole Bradley, Procurement Officer**

Jackson County Administration Building

2864 Madison Street

Marianna, Florida 32448

[BRADLEYN@JACKSONCOUNTYFL.GOV](mailto:BRADLEYN@JACKSONCOUNTYFL.GOV)

### Procedures for having questions answered:

1. All questions will be directed to the Procurement Officer unless otherwise indicated.
2. All questions will be in written form sent by email, postal service, or hand-delivery.
3. Questions can be emailed to the Procurement Officer at [bradley@jacksoncountyfl.gov](mailto:bradley@jacksoncountyfl.gov)
4. All questions will be distributed along with the answer to **ONLY THOSE** respondents which have returned the **INTENT TO PARTICIPATE**.



## Jackson County Board of County Commissioners

# **BID SPECIFICATIONS**

### **IMPORTANT INFORMATION:**

- **Once this project has been awarded, the contractor/vendor will have 30 days to initiate delivery of services, beginning with the issuance date of the "Notice of Award".**

### **SCOPE OF WORK**

#### **Introduction:**

The Jackson County Board of County Commissioners is seeking to award a contract for the construction of Metal Storage Building (Pole Barn) and Concrete Foundation as specified below. The building is to be constructed at the Jackson County Fire Rescue Office located at 5422 Cliff Street, Graceville, FL 32440.

Contractor shall be responsible for providing all permits, labor, materials, machinery, and equipment necessary to construct and complete the project. County Shall be responsible for clearly delineating project location and scope of work.

#### **General:**

The building being requested will be used primarily for equipment storage and will be placed on a newly constructed concrete slab foundation. The existing work surface will require some concrete demo as well as concrete installation. There are two 12x12ft rollup doors required on the building however, no insulation is required. There are no utilities to be installed.

### **PROJECT SPECIFICATIONS:**

#### **Site Work:**

- A. Remove old asphalt curb and level parking lot
- B. Prep and pour a 40 ft x 48 ft concrete pad that is a minimum of 6 inches in thickness (the storage building is to be constructed onto this surface)
- C. Prep and pour a 30 ft x 50 ft concrete apron that is a minimum of 6 inches in thickness (this pad should join previous concrete pad mentioned above and extend to Cliff Street, see attached project map)

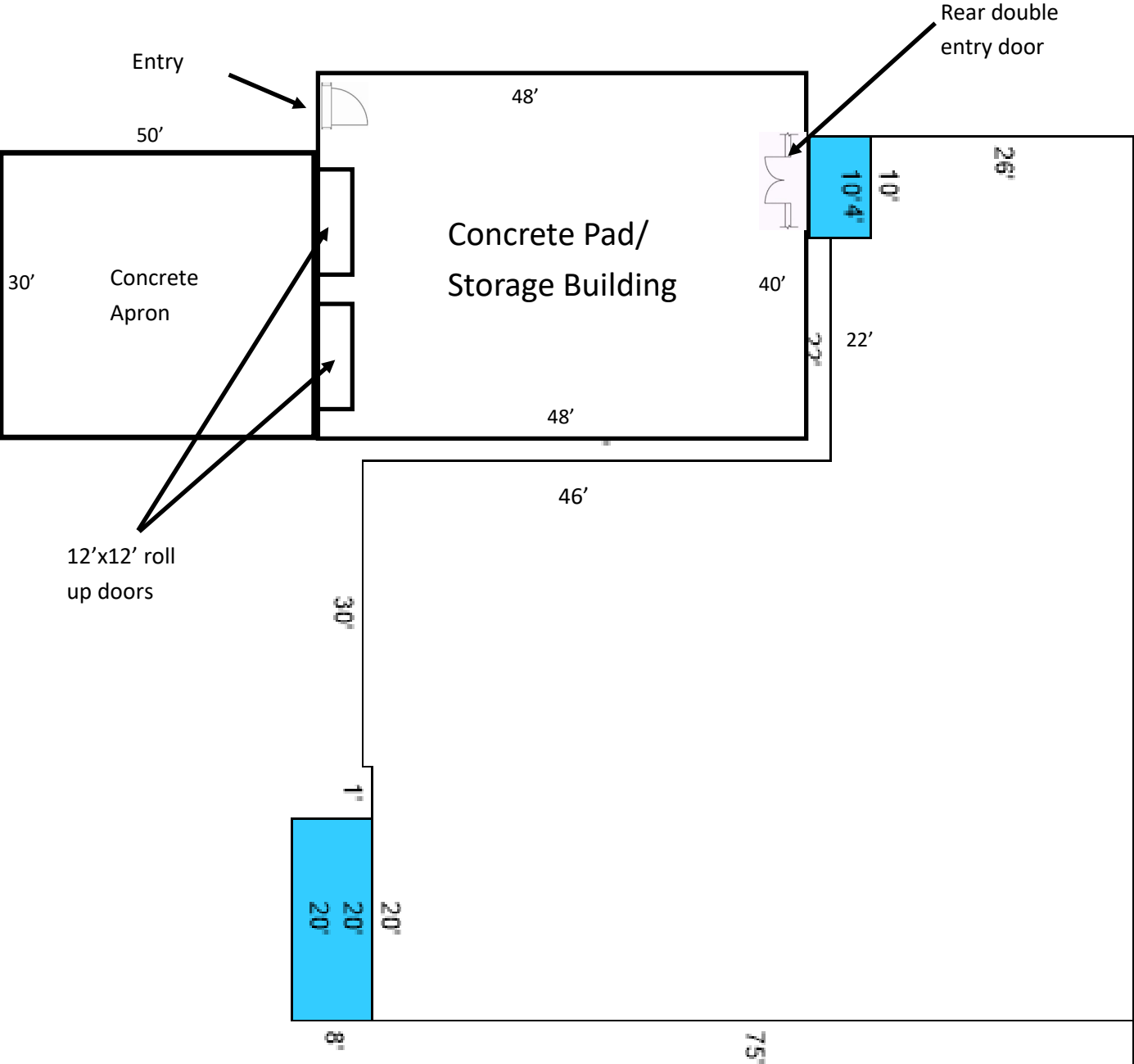
#### **Storage Building:**

- Length: 40ft
- Width: 40ft
- Height: 14ft
- Material: Galvanized Metal
- Roof: A-Frame, Vertical Roofing and Wall Sheeting
- Ends: Closed, with openings as specified below
- Sides: Closed
- Openings: Streetside end to have (2) 12ftx12ft roll up doors and (1) standard 36-inch entry door
- Wall and Trim Color: Not specified

#### **Alternate:**

- Install (1) double entry door to rear of building

Map Detail



|     |           |            |      |      |
|-----|-----------|------------|------|------|
|     | FOP       | F OPN PRCH | 220  | 1985 |
| BAS | BASE AREA | 5075       | 1985 |      |

**Project Map**  
**Construction of Metal Storage Building and Concrete Foundation**



## BID RESPONSE FORM

**BID NUMBER: 2122-01**

**BID NAME:** Fire Rescue Storage Building

**DELIVERY COST/CHARGES:** All delivery costs or charges must be included in the bid price.

ACCEPTANCE: Jackson County will not be responsible for any equipment until fully delivered and accepted after a complete inspection by both the purchasing department and the requesting department. The Purchasing Department MUST be notified immediately, preferably prior to but if necessary, upon delivery. A "Certificate of Final Completion" will be issued upon such acceptance.

BID AWARD: The County reserves the right to award the contract on a split-order, lump-sum, or individual-item basis, or such combination as shall best serve the interest of the County unless otherwise specified.

ITEMIZED BID TAB (must be filled out completely for bid acceptance)

|   |                  |  |
|---|------------------|--|
| SITE WORK (A) remove asphalt curb and leveling            |                  |  |
| SITE WORK (B) prep and pour 40ftx48ft concrete foundation |                  |  |
| SITE WORK (C) prep and pour 30ftx50ft concrete apron/pad  |                  |  |
| STORAGE BUILDING (40ftx40ftx14ft)                         |                  |  |
| ALTERNATE (rear entry door)                               |                  |  |
|   | <b>Total Bid</b> |  |

|  | YES | NO   | IF YES – EXPLAIN |    |  |  |  |
|--|-----|------|------------------|----|--|--|--|
|  |     |      | YES              | NO |  |  |  |
| Have exceptions or alternatives been taken for any of the specifications given in this Bid request |     |      |                  |    |  |  |  |
|  |     | DAYS |                  |    |  |  |  |
| This bid price is good for how long after bid opening  |     |      |                  |    |  |  |  |
| How many days after notification of award, will installation begin                                 |     |      |                  |    |  |  |  |

By signing this form, you attest that all information provided by you is true and correct to the best of your knowledge.

Company Name

Address \_\_\_\_\_

CITY STATE ZIP

Contact info

E-MAIL

Authorized representative \_\_\_\_\_

SIGNATURE

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

This SWORN statement is submitted with bid number: \_\_\_\_\_

1. By \_\_\_\_\_  
(PRINT INDIVIDUALS NAME AND TITLE)

For \_\_\_\_\_  
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is \_\_\_\_\_  
CITY STATE ZIP VOICE PHONE

and (if applicable) its Federal Employee Identification Number (FEIN) is: \_\_\_\_\_

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency of 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 “convicted” or “conviction” as defined in Paragraph 287.133 (a)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- A. A predecessor or a successor of a person convicted of a public entity crime; or
  - B. An entity under the control of any natural person who is active in the management of the entity and who had 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 no one person controls another person. A person who knowingly enters 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.

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

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES – CONTINUED

SWORN STATEMENT UNDER SECTION 287.133 (3)(a),

1. 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 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 as a 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**).

STATEMENT OF UNDERSTANDING

I understand that the submission of this form to the contracting officer for the Public Entity Identification in Paragraph one (1) 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 (2) of any change in the information contained in this form.

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

\_\_\_\_\_  
Date Signed

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

Personally known to me \_\_\_\_\_ OR Produced Identification: \_\_\_\_\_  
[Type of Identification]

Signature of Notary Public \_\_\_\_\_

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

My Commission Expires \_\_\_\_\_



# NEW VENDOR INFORMATION

IF YOU ARE A NEW VENDOR TO JACKSON COUNTY  
MUST BE COMPLETED AND RETURNED TO (OR PRINT TO) THE PROPOSAL PLEASE TYPE OR PRINT NEATLY

|   |   |   |                                   |   |  |   |
|---|---|---|-----------------------------------|---|--|---|
| FIRM NAME:  |   | PRINCIPAL CONTACT NAME:                   |                                   | E-MAIL ADDRESS                          |  |   |
| STREET ADDRESS (INCLUDING SUITE/BUILDING ETC.):   |   | PHONE #: EXT.                             |                                   | CELL PHONE:                             |  |   |
|   |   |   |                                   |   |  |   |
| MAILING ADDRESS:  |   | CITY:                                     |                                   | STATE:                                  | ZIP:                                     |   |
| MAIN PHONE:   |   | FAX:                                      | WEB ADDRESS:                      |   |  |   |
| Is the principal contact listed above authorized to sign bids, contracts and checks?<br>(Circle One) Yes No   |   |   |                                   |   |  |   |
| If no, list the name of the individual who has such authority: _____  |   |   |                                   | Phone number: Ext.                      |  |   |
| Federal I.D. :  |   | Occupational License No.:                 |                                   | State Contractor's License No.:         |  |   |
| Primary Business:   | Contractor  | Distributor                               | Manufacturer                      | Other (Please specify): _____           |  |   |
| Service/Product to be provided/sold:  |   |   |                                   |   |  |   |
|   |   |   |                                   |   |  |   |
|   |   |   |                                   |   |  |   |
| Firm/Company type:  | Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit Corp. <input type="checkbox"/> Other: _____ |   |                                   |   |  |   |
| Is your company a Certified:  | Woman-Owned <input type="checkbox"/>  | African American <input type="checkbox"/> | Hispanic <input type="checkbox"/> | Asian American <input type="checkbox"/> | Native American <input type="checkbox"/> | Native Alaskan <input type="checkbox"/> |
| Terms of payment:   |   |   |                                   |   |  |   |
| Bonding Capability:   | Don't know <input type="checkbox"/> Under \$100,000 <input type="checkbox"/> Over \$100,000 <input type="checkbox"/> Other: _____   |   |                                   |   |  |   |
| Does your firm currently cover all employees with Workman's Compensation insurance: Yes No  |   |   |                                   | If yes, in what amount:                 |  |   |
| Are any officers, owners, partners, or employees (or employee family) an employee of the Jackson County Board of Commissioners:<br>Yes No   |   |   |                                   |   |  |   |
| If above answer is Yes, please identify that person and their position with the County:   |   |   |                                   |   |  |   |
| Name:   |   |   | Department/Title:                 |   |  |   |
| <b>Certification</b>  |   |   |                                   |   |  |   |
| I certify that the information supplied herein, including all pages attached, is correct and that neither the applicant nor any person (or concern) in any connection with the applicant is a principal officer so far as known, nor is now debarred or otherwise ineligible from bidding for any reason or project with the Jackson County Board of Commissioners. |   |   |                                   |   |  |   |
| Signature:  |   | Title:                                    |                                   | Date:                                   |  |   |



## EXPERIENCE STATEMENT

TO BE SUBMITTED WITH RESPONSE PACKET

**BID NUMBER: 2122-01**

**BID NAME: FIRE RESCUE STORAGE BUILDING**

List at least three references for work of a similar nature performed within the last three years.

| Description of work | Year of project | Dollar amount of project | Company name:   |
|---------------------|-----------------|--------------------------|-----------------|
|                     |                 |                          |                 |
|                     |                 |                          | Contact person: |
|                     |                 |                          | Phone number:   |

| Description of work | Year of project | Dollar amount of project | Company name:   |
|---------------------|-----------------|--------------------------|-----------------|
|                     |                 |                          |                 |
|                     |                 |                          | Contact person: |
|                     |                 |                          | Phone number:   |

| Description of work | Year of project | Dollar amount of project | Company name:   |
|---------------------|-----------------|--------------------------|-----------------|
|                     |                 |                          |                 |
|                     |                 |                          | Contact person: |
|                     |                 |                          | Phone number:   |

| Description of work | Year of project | Dollar amount of project | Company name:   |
|---------------------|-----------------|--------------------------|-----------------|
|                     |                 |                          |                 |
|                     |                 |                          | Contact person: |
|                     |                 |                          | Phone number:   |

| Description of work | Year of project | Dollar amount of project | Company name:   |
|---------------------|-----------------|--------------------------|-----------------|
|                     |                 |                          |                 |
|                     |                 |                          | Contact person: |
|                     |                 |                          | Phone number:   |

## SUBCONTRACTOR LIST

TO BE SUBMITTED BY SUBCONTRACTORS ALL TO BE USED

**BID NUMBER: 2122-01**

**BID NAME: FIRE RESCUE STORAGE BUILDING**

|                 |  |
|-----------------|--|
|                 | DESCRIPTION OF WORK TO BE DONE:            |
| COMPANY NAME:   |  |
|                 |  |
| ADDRESS:        |  |
|                 |  |
| REPRESENTATIVE: | CURRENT CERTIFICATE OF LIABILITY INSURANCE |
| PHONE NUMBER:   | CURRENT FLORIDA LICENSE #:                 |
|                 |  |
| FAX NUMBER:     | CLASSIFICATION:                            |
|                 | DESCRIPTION OF WORK TO BE DONE:            |
| COMPANY NAME:   |  |
|                 |  |
| ADDRESS:        |  |
|                 |  |
| REPRESENTATIVE: | CURRENT CERTIFICATE OF LIABILITY INSURANCE |
| PHONE NUMBER:   | CURRENT FLORIDA LICENSE #:                 |
|                 |  |
| FAX NUMBER:     | CLASSIFICATION:                            |
|                 | DESCRIPTION OF WORK TO BE DONE:            |
| COMPANY NAME:   |  |
|                 |  |
| ADDRESS:        |  |
|                 |  |
| REPRESENTATIVE: | CURRENT CERTIFICATE OF LIABILITY INSURANCE |
| PHONE NUMBER:   | CURRENT FLORIDA LICENSE #:                 |
|                 |  |
| FAX NUMBER:     | CLASSIFICATION:                            |
|                 | DESCRIPTION OF WORK TO BE DONE:            |
| COMPANY NAME:   |  |
|                 |  |
| ADDRESS:        |  |
|                 |  |
| REPRESENTATIVE: | CURRENT CERTIFICATE OF LIABILITY INSURANCE |
| PHONE NUMBER:   | CURRENT FLORIDA LICENSE #:                 |
|                 |  |
| FAX NUMBER:     | CLASSIFICATION:                            |

## DRUG FREE WORKPLACE CERTIFICATE

"I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that

\_\_\_\_\_  
NAME OF FIRM

- Publishes a written statement notifying that the unlawful manufacturer, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace given above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Gives each employee, engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written [\*] statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein."

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

\_\_\_\_\_  
Date Signed

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

Personally known to me \_\_\_\_\_ OR Produced Identification: \_\_\_\_\_ [Type of Identification]

Signature of Notary Public \_\_\_\_\_

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

My Commission Expires \_\_\_\_\_

**CERTIFICATIONS AND REPRESENTATIONS  
(CONTRACT FUNDS)**

**1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION**

**For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offerer must complete and sign the following:**

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No 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 on his or her behalf 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 (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

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

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

**2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)**

For all orders above the limit specified in FAR Section 52.209-G(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Offerer must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that—

The Offeror and/or any of its Principals—

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"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.

The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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 University may render the Offeror nonresponsible.

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.

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 University, the University may terminate the contract resulting from this solicitation for default.

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

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

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

**CONTRACT 2122-01**  
**JACKSON COUNTY**  
**CONSTRUCTION OF METAL STORAGE BUILDING**  
**FOR FIRE RESCUE**

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 ("Contractor").

1. Scope of Work

The project shall consist of the construction of a metal storage building and concrete foundation as specified in the awarded bid documents. The building is to be constructed at the Jackson County Fire Rescue Office located at 5422 Cliff Street, Graceville, FL 32440.

The County desires to hire a Contractor who shall be responsible for providing all permits, labor, materials, machinery, and equipment necessary to construct and complete the project. County Shall be responsible for clearly delineating project location and project specifications, which is defined within **Exhibit 2** Scope of Work.

The Contractor will perform those services in accordance with **Exhibit 1** General Terms and Conditions and **Exhibit 2** Scope of Work. The Contractor hereby agrees to provide the following services to the County according to Invitation to Bid (ITB) 2122-01 as said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being attached as **Exhibit 3**, to the extent they are not inconsistent with this Agreement.

2. Term

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and work shall be completed in (number of calendar days to be determined after project is awarded). Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of \$100.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the Engineer as being completed. For purposes of time calculation, day one of the project is the calendar day after the date of the Notice to Proceed.

3. Contract Price

The County shall pay the Contractor for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Contractor'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 Contractor shall submit payment application to the County Facilities Management Division on a monthly basis for those specific

services, as described in this Agreement, ITB 2122-01 and the Contractor's proposal cost of [REDACTED], that were satisfactorily completed during that invoicing period.

#### 4. Payments

Notwithstanding anything to the contrary herein, the County shall pay the Contractor for services performed under this Contract in accordance with the Local Government Prompt Payment Act (F.S. §218.70, et seq.) Pay requests shall be sworn statements based upon the progress made and submitted to the County on a monthly basis. Payment by the County to the Contractor of the statement amount shall be made within twenty (20) days after approval of the Engineer and submitted to the County. Ten percent (10%) retainage may/shall be held at the discretion of the County and the Engineer; the 10% retainage shall be reduced to 5% at 50% completion of the work.

Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the Contractor's fee, shall be due and payable within 45 days after the Project is delivered to the County, finished and ready for beneficial occupancy, or when the County occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the Contractor and the Engineer shall list those items prior to receiving final payment and the County may retain a sum equal to 150% of the estimated cost of completing any unfinished work and the applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, County shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

Payments to Subcontractors - The Contractor shall promptly, but not later than 10 days after receipt of payment from the County, pay all the amount due subcontractors less a retainage of ten percent (10%). If there should remain items to be completed, the Contractor and Engineer shall list those items required for completion and the Contractor shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, The Contractor shall pay to the subcontractors, monthly; the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the County's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the County.

Delayed Payments by County - If the County shall fail to pay the Contractor within 20 days after the receipt of an approved payment request from the Contractor, then the Contractor may, upon fourteen (14) additional days advance written notice to the County and the Engineer stop the Project until payment of the amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Jackson County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the County on each occasion).

5. Independent Contractor

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

6. Contractor's Personnel

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

7. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor 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.

8. Materials, Supplies, Etc.

Contractor 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.



9. Records / Audits

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

The Contractor 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.

10. Public Records Custodian

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 Judy Austin, Custodian of Public Records, at (850) 482-9633, [austinj@jacksoncountyfl.gov](mailto:austinj@jacksoncountyfl.gov) or 2864 Madison Street, Marianna, FL 32448.

11. County Representative

The County Facilities Director or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor'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.

12. Laws, Rules and Regulations

General Laws: 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 Contract and the preservation of public health and safety. Upon request by the County, Contractor shall provide proof of such compliance to the County.

Illegal Alien Labor: Contractor 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. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

13. Warranty

The Contractor shall fully warrant all workmanship and material, in the performance of the obligations under this contract, for a period of one (1) year after completion of the work. The warranty period begins at the date of final payment for the project. The Contractor shall expeditiously repair and remedy any defects in the construction that are discovered within one (1) year, without cost or charge to the County. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the County may have the work done at the Contractor's expense or may proceed against the Contractor's performance or labor and material bond.

14. 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. Contractor'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).

15. Insurance

During the term of this Contract, Contractor 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.

16. Hold Harmless and Indemnification

The Contractor 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 Contractor.

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 Agreement and any statutes of limitations thereafter.

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.

This Section survives termination or expiration of this Contract.

17. Duty to Pay Defense Costs and Expenses

The Contractor 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 Contractor'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 Contractor 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.

18. 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 Administrative Services  
2864 Madison Street  
Marianna, FL 32448

For the Contractor:

The Contractor 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 Contractor's notification of address change is sufficient if sent by email or facsimile.

19. Assignment

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

20. Successors and Assigns.

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

21. 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.

22. No Waiver

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

23. 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.

24. 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 contractor at the time of termination may be adjusted to cover any additional costs to the local

government because of the contractor'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 contractor 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 contractor relating to commitments (e.g., suppliers, subcontractors) 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 contractor 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 contractor in performing this contract, whether completed or in process.

Failure of the Contractor 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 Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

25. 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.

26. 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.

27. 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 \_\_\_\_\_, 2020.

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

**CONTRACTOR**

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

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

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

This Contract was acknowledged and subscribed before me the undersigned notary this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ and with proper authority, and who is personally known by me or produced identification of \_\_\_\_\_.

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

Exhibits:

1. General Terms and Conditions
2. Scope of Work
3. Contractor's Response to ITB
4. Federal Regulations Contract Requirements
5. Insurance Requirements
6. Public Construction Bond Forms
7. Additional Federal Contract Requirements

## **EXHIBIT 1**

### **GENERAL TERMS AND CONDITIONS**

1. Enough detail is given in the bid to describe the item being bid, although not written, full manufacturer's specifications are implied. Manufacturer's specifications take precedent over information within this bid if any discrepancy exists.
2. Plans, Drawings, Specifications, Special Provisions and other documents shall be considered a part of the Bid Form whether attached or not.
3. Prospective Bidders must be able to show that they are capable of performing each of the various items of work upon which they bid and that the equipment necessary for the prosecution of the work is available. The Bidder shall be licensed as a Contractor when required by state law. Such license shall be in effect prior to the date and time specified for receipt of bids by the County.
4. Should the bidder to whom the award of contract was made, fail to execute any of the required and acceptable bonds, the award of contract shall be annulled and the Bid Bond posted by the bidder shall be retained by the County, not as penalty, but as liquidated damages. Award will then be given to the next bidder selected by the County with a qualified bid.

#### **5. The Work**

- a. Intent is for the Contractor to provide for construction, completion in every detail of the work, furnishing all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents.
- b. The County's Designated Representative shall have the right to make alterations in the drawings or specifications as considered necessary or desirable during the progress of the work for satisfactory completion of the work. No alterations shall be made which will result in a substantial change in the general plan, character, or basic scope of the work.
- c. Upon completion of the work, before acceptance by the Engineer or Architect of Record and before final payment, the Contractor shall remove all equipment, surplus, discarded materials, rubbish and temporary structures and shall restore, in an acceptable manner, all property, both public and private, damaged during the performance of the work.

#### **6. Control of the Work**

- a. At project completion, the Contractor shall furnish, on sheets not larger than 24 inches by 36 inches, as-built drawings of utility lines, storm water pipes, and structures showing any deviation from the plans and specifications that exceed 0.1 feet in vertical elevation and 1 foot in horizontal location and any change to the type of construction material and size. The as-built drawings shall be signed and sealed by a Florida licensed professional land surveyor or professional engineer.
- b. The Contractor shall take no advantage of any apparent error or omission which he might discover in the drawings or specifications. In the event that an error or omission is discovered by the Contractor, he shall, within 24 hours of such discovery, notify the County's Designated Representative who shall then make such corrections and interpretations deemed necessary for reflecting the actual spirit, intent, and scope of the drawings and specifications.
- c. The Facilities and Long Term Recovery Director shall have the final say on all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the drawings and specifications.
- d. The Contractor shall furnish and set slopes stakes, rough grade stakes and all other stakes necessary for construction of the project.
- e. Failure to remove or refusal by the Contractor to remove defective materials or work, or make necessary repairs to damaged work shall be cause for the County's Designated Representative to make the necessary corrections at the expense of the Contractor with such monies being deducted from the contract amount or charged against the bonds.

f. The Contractor shall notify the County's Designated Representative when the project is substantially complete. If the County's Designated Representative determines the project is substantially complete, a "Certificate of Substantial Completion" will be issued by the County.

g. The Contractor shall maintain all work in first-class condition until it has been completed as a whole and accepted by the County's Designated Representative. The Contractor shall be responsible for the security and protection of all materials used in the project until a "Notice of Completion" is issued by the County.

h. Any written claim for compensation due to delays, additional, or extra work shall include the following:

- i. for delay claims, provide a critical path schedule showing the delay is due to a controlling item of work and the early start, late start, early finish, late finish and the critical path;
- ii. a detailed factual statement providing dates, locations, and items of work affected in each claim;
- iii. the date on which actions or conditions resulting in the claim became evident.
- iv. all pertinent documents and substance of any material oral communications relating to the claim and the name of the persons making the oral communications;
- v. the written claim shall identify the provisions of the contract which support the claim along with a detailed explanation as to why these provisions support the claim;
- vi. a detailed breakdown of compensation sought for labor expenses, additional material and supplies, listing of each piece of equipment and cost, any direct damages and any indirect damages and all documentation in support thereof.
- vii. equipment rental rates that are based on Blue Book Rental rates.

i. The County will not compensate the Contractor for any delays for any reason unless five days (excluding Saturdays, Sundays and holidays) have elapsed from the start of work stoppage. The first day of any claims shall be on day six of the work stoppage. This shall apply to each work stoppage.

j. The County expects the Contractor to use forces and equipment on any item of work that can be completed during the delay. The Contractor's claim must show the delay is due to the controlling item of work as shown on the critical path method schedule. After five work days if the County deems the delay claim to be valid, the Contractor's claim shall only be for labor, equipment and materials that are delayed due to the controlling work item. If the County Engineer determines the Contractor forces and equipment can be used on other work items during the delay, no compensation will be given for these forces and equipment.

k. Unless otherwise stated in the plans or specifications, the term "install" shown in the plans and specifications shall be interpreted by the contractor to mean the same as "furnish and install", which means the contractor shall provide all materials, equipment and labor to completely install the item shown in the plans or specifications.

## **7. Material Control**

a. Only materials conforming to the requirements and intent of the drawings and specifications will be used and all such materials not specifically identified in the plans and specifications will be approved by the Engineer or Architect of Record prior to use to perform the work. Reference in the contract documents to a proprietary device, product, material or fixture to establish a quality standard is not intended to limit competition. The Contractor may use any proprietary device, product, material or fixture that in the Engineer of Record's judgment is equal, for the purpose intended.



b. The Contractor shall ensure that County personnel have entry at all times to the construction site in order to inspect and evaluate any or all materials used for performing the work. The County's Designated Representative shall have the right to sample and test any or all materials used in performing the work. Copies of any tests accomplished by the County's Designated Representative will be provided to the Contractor.

c. Materials shall be stored as specified in the contract documents or as per the material manufacturer's recommendations. The protection of stored materials shall be the responsibility of the Contractor and the County shall not be liable for any loss, theft or damage to stored materials.

d. Any materials found to be defective by the Contractor or the County's Designated Representative shall be removed from the work or place of storage at the Contractor's expense and replaced at the Contractor's expense. Failure or refusal by the Contractor to accomplish the removal and replacement of defective materials from the work or place of storage shall be grounds for the County's Designated Representative to do same at the expense of the Contractor and such expense deducted from the contract amount or from the bond.

e. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavations and keep such excavations dry so as to obtain a satisfactory undisturbed sub-grade foundation condition until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations.

f. The Contractor shall furnish all materials and equipment and perform all work required to install and maintain the drainage systems for handling groundwater and surface water encountered during construction of structures, pipelines and compacted fills. The Contractor shall obtain FDEP and NWFLWMD permits for all dewatering operations. During dewatering operations all engines shall be equipped in a manner to keep pump noise to a minimum. If dewatering is required after 10:00 PM near residences and business, pump noise shall not create a nuisance to the property owners. The Contractor is solely responsible for any damages to private or public property caused by Contractor's dewatering operations. During dewatering operations, the Contractor shall notify all business and residences within a minimum of 300 feet of the dewatering operations to turn off all irrigation pumps. The 300 foot limit is a minimum, and the Contractor is responsible for any damage to private property, to include, but not limited to loss of plants, burned out pumps, building, pavement, sidewalk or any other structural settlement, etc. that can be attributed to the dewatering operations. The County will assume no liability nor pay for any claims; arising from the Contractor's dewatering operation.

## **8. Contractor Responsibilities**

a. The Contractor shall relieve the County from any and all claims arising from claims by holders of trademarks, patents or copyrights used or incurred by the Contractor in performing the work.

b. The Contractor shall be responsible for all damages arising out of his use of explosives when deemed necessary in the performance of the work.

c. The Contractor shall preserve from damage all public and private property along the line of construction and adjacent to the work. If the Contractor fails to restore such property, the County's Designated Representative, upon written notification, as deemed necessary, may proceed to repair the damaged property and the cost deducted from the contractsum.

d. Arrangements for utilities to the site shall be accomplished by the Contractor and in doing same he shall coordinate with the appropriate utilities for the just and proper utilization of any space where construction shall entail the joint use of area under this work and the utility construction.

e. Final acceptance will not be given nor will bond be released unless any and all claims against the Contractor are paid or the Contractor has otherwise been relieved of theclaim.

f. Until acceptance of the work by the County's Designated Representative, the work shall be under charge and custody of the Contractor and he shall take every precaution against injury or damage to the work by the action of the elements or from other causes.

## **9. Prosecution and Progress**

a. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or subsequent agreements of the contract without written consent of the County.

b. The Contractor shall commence work on or after the Notice to Proceed date and shall provide sufficient resources to insure completion of the work within the time limit set forth. Should the Contractor fail to provide sufficient resources to assure timely progress and if he fails to perform the work within the specified time, the County shall have ground to claim default.

c. The Contractor shall schedule his operations to minimize any inconvenience to adjacent businesses or residences. The Contractor shall take special precautions to restrict his major operations in performing the work to what is commonly understood to be "normal" or "standard" working hours. Work performed at other periods requires preapproval from the County's Designated Representative.

d. The Contractor shall maintain reasonable access at all times to all business and private residences and property adjacent to construction area or impacted by the construction.

e. The County's Designated Representative shall make provision for and shall schedule a pre-construction conference with the Contractor and all concerned parties in attendance.

f. The Contractor shall provide a detailed schedule to the County within 5 working days after the date of the preconstruction conference. Adherence to the Contractor's construction schedule is critical to the residents and businesses impacted on the project. The Contractor shall give the County 48 hours notice of schedule changes and shall submit a new and complete changed schedule. The County will not allow any lane closure or paving operations without 48 hours notice. The Contractor shall give the County Inspector 48 hours notice of commencement of all major work items.

g. The Contractor shall assure that all supervisory personnel employed by him are fully qualified and competent to properly perform the work in coordination with other trades at the work and can perform the work within the specified periods of time.

- i. The Contractor shall maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. The superintendent shall be capable of properly interpreting the Contract Documents and shall be thoroughly experienced in the type of work being performed. The superintendent shall have full authority to receive instructions from the County's Designated Representative and to execute the orders or directions of the County's Designated Representative, including promptly supplying any materials, tools, equipment, labor and incidentals that may be required. This superintendent must be at the project site to supervise sub-contractors. The superintendent must speak and understand English.
- ii. Contractor shall designate a responsible person who speaks and understands English, and who is available at or reasonably near the worksite on a 24-hour basis, seven days a week who is the point of contact during emergencies.
- iii. The County's Designated Representative shall have the authority to suspend the work, wholly, or in part, for such periods as may be deemed necessary due to unsuitable weather or other conditions considered unfavorable for performance of the work.
- iv. The Contractor may be declared in default for non progress, by the County's Designated Representative, when the percentage value of dollar work completed with respect to the total amount of contract is not within twenty (20) percent of the time elapsed versus the total performance period.
- v. Contractor may subcontract for work identified in this solicitation. The Contractor will be the prime service provider and shall be responsible for all work performed and

contract deliverables. The Contractor's workforce shall be responsible for at least 51% of the work performed and provide an on-site full time job supervisor to manage the day to day job site, and subcontractors. Proposed use of subcontractors should be included in the response to this solicitation.

#### **10. Payments and Acceptance**

a. Payment will not be made until the work invoiced is completed in full. If material or equipment acceptance testing is required, payment will not be made until satisfactory test results as determined by the County's Designated Representative are delivered to the County.

b. The Contractor shall accept the compensation as provided in the contract as full payment for furnishing all materials and for performing all work contemplated under the contract.

c. The contract price shall include all labor, equipment, material, tools and incidentals required for completing the work.

d. Subsoil conditions, if presented, must be interpreted within the limits of investigation and the anticipated normal field variances. Claims for unusual conditions or excessive amounts of fill or excavation over original estimates of the Engineer of Record or Contractor shall not be grounds for extra work clauses or request.

e. To be paid for all quantities paid by the ton, a County Inspector must verify the delivery and receive a load ticket identifying the truck number, material and quantity of material delivered. The Contractor shall not haul such materials unless the inspector is on-site. If there has been a change in schedule, the County requires 48 hours notice to schedule inspectors.

f. To be paid for all quantities paid by the truckload, the County must have a truck chart for each truck prior to the truck being used for hauling operations. The Contractor must provide the truck chart to the County Inspector in sufficient time to allow the County to verify all dimensions and volumes shown on the truck chart. A County Inspector must verify the delivery and receive (if available) a load ticket identifying the truck number, material and quantity of material hauled. The Contractor shall not haul such materials unless the Inspector is on-site. If there has been a change in schedule, the County requires 48 hours notice to schedule inspectors.

g. The County's Designated Representative retains the right to cancel portions or expand the scope of work after a fair and just adjustment is agreed to with the Contractor.

h. The Contractor will receive partial payment based upon the amount of work completed as determined by the County's Designated Representative, to include stored material. The County will withhold retainage in the amount of 10 percent of the total work completed at the date of the Contractor's invoice. The Contractor may reduce the retainage amount as allowed by Florida Statutes.

i. Any partial payments will be subject to withholding by the County's Designated Representative pending any unsatisfied claims brought against the Contractor for labor or materials.

j. Any partial payments will be subject to withholding by the County's Designated Representative pending any unsatisfied completion or restoration of any assertion for defective or damaged work or materials.

k. In the event of dispute regarding amounts due to the Contractor, the County reserves the right, at any time prior to final payment on the Contract, to audit, or cause to be audited, the Contractor's original records pertaining to the work.

l. Whenever the work provided for under the contract has been completely performed by the Contractor, and the final inspection and final acceptance has been made, and it is proven to the County's Designated Representative that all claims are satisfied, the final payment, being the difference between the contract amount and summation of all previous payment less any penalties assessed, shall be paid to the Contractor. Upon final payment the Contractor shall provide the County's Designated Representative a statement that he has been paid all monies due and that the work was performed in accordance with the Contract Documents.

m. The payments of sub-contractors, material, men and suppliers shall comply with Section 255.71 of Florida Statutes.

n. Within five (5) working days following each payment to the Contractor, the Contractor shall pay respective amounts allowed by the County for all materials, all equipment installed in the work, all work performed by sub-contractors to the extent of each sub-contractor's interest in the Contractor's amount of payment.

o. On monthly invoices subsequent to the first invoice submitted there shall be a signed "Waiver of Right to Claim Against the Payment Bond (Progress Payment)" indicating that invoices for equipment and material supplied and sub-contractors have been paid by the Contractor.

p. On the final invoice submitted there shall be a signed "Waiver of Right to Claim Against the Payment Bond (Final Payment)" indicating that invoices for equipment and material supplied and sub-contractors have been paid by the Contractor.

q. Date of final payment shall be the commencement of all warranties and guarantees. If the County reasonably determines that the Contractor or Vendor has breached any of the warranties provided herein, then the Contractor or Vendor shall perform the necessary work to comply with its warranties and shall pay to the owner its reasonable costs to investigate and then identify the breach of warranty claim.

## **EXHIBIT 2**

### **SCOPE OF WORK**

See attached Drawings and Specifications

#### **PROJECT SPECIFICATIONS**

##### **Site Work:**

- A. Remove old asphalt curb and level parking lot
- B. Prep and pour a 40 ft x 48 ft concrete pad that is a minimum of 6 inches in thickness (the storage building is to be constructed onto this surface)
- C. Prep and pour a 30 ft x 50 ft concrete apron that is a minimum of 6 inches in thickness (this pad should join previous concrete pad mentioned above and extend to Cliff Street, see attached project map)

##### **Storage Building:**

- Length: 40ft
- Width: 40ft
- Height: 14ft
- Material: Galvanized Metal
- Roof: A-Frame, Vertical Roofing and Wall Sheeting
- Ends: Closed, with openings as specified below
- Sides: Closed
- Openings: Streetside end to have (2) 12ftx12ft roll up doors and (1) standard 36-inch entry door
- Wall and Trim Color: Not specified

##### **Alternate:**

- Install (1) double entry door to rear of building

**EXHIBIT 6**  
**PUBLIC CONSTRUCTION BOND**

Bond No. \_\_\_\_\_ (enter bond number and include copy of bond))

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the Jackson County Board of County Commissioner, Jackson County, FL, herein called Owner, in the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
By (As Attorney in Fact)

(Name of Surety)

**NOTICE OF CONTEST OF CLAIM  
AGAINST PAYMENT BOND**

To: (Name and address of claimant)

You are notified that the undersigned contests your notice of nonpayment, dated \_\_\_\_\_, \_\_\_\_\_, and served on the undersigned on \_\_\_\_\_, \_\_\_\_\_, and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

Contractor: \_\_\_\_\_

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

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

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

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

**WAIVER OF RIGHT TO CLAIM  
AGAINST THE PAYMENT BOND  
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$\_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to (insert the name of contractor) on the job of Jackson County Board of County Commissioners, for improvements to the following described project:

\_\_\_\_\_  
(Project Name)

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

Contractor: \_\_\_\_\_

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

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

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

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



**WAIVER OF RIGHT TO CLAIM  
AGAINST THE PAYMENT BOND  
(FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$\_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to (insert the name of contractor) on the job of Jackson County Board of County Commissioners for improvements to the following described project:

\_\_\_\_\_  
(Project Name)

Contractor: \_\_\_\_\_

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

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

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

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

**CERTIFICATIONS AND REPRESENTATIONS  
(CONTRACT FUNDS)**

**1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION**

**For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offerer must complete and sign the following:**

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No 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 on his or her behalf 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 (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

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

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

**2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)**

For all orders above the limit specified in FAR Section 52.209-G(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Offerer must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that—

The Offeror and/or any of its Principals—

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"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.

The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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 University may render the Offeror nonresponsible.

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.

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 University, the University may terminate the contract resulting from this solicitation for default.

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

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

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