



ALACHUA COUNTY, FL

Board of County Commissioners

Meeting Agenda

March 25, 2025

11:30 AM

An in-person **Public Comment** period follows all non-ministerial motions. There are two **General Comment** periods: **Noon** and **5:30 p.m.** (or at the end of the morning meeting if there is no evening meeting). **Members of the public may only speak during one of the two designated General Comment periods.** At **Noon**, commenters may be in person or call in. Commenters have 3 minutes for agenda items and 3 minutes for non-agenda matters. Those addressing agenda items can't comment again when that item comes up.

Noon call-in instructions (3 minutes for agenda items and 3 minutes for non-agenda matters):

- Dial 1-929-205-6099,
- Enter meeting ID 873 5974 1977.
- "Raise" your hand by hitting *9 (star 9). When called on, hit *6 (star 6) to speak.

For **Quasi-Judicial Items**, it is best to speak when the item comes up, as the Commission can only consider testimony given at the public hearing.

The meeting can be viewed on Cox Channel 12, the AC TV app (Apple TV, Amazon Fire, Roku), the County's [Facebook](#) and [YouTube](#) sites, and the county's [Video on Demand](#) website.

Citizens attending Alachua County public meetings downtown can enjoy free parking in the S.W. Parking Garage (105 SW 3rd St, Gainesville) starting on the 2nd floor in zones marked 35200. To obtain parking validation, download the "Passport" app on your smartphone and pay for your session. Then visit the Alachua County Manager's Office, located on the 2nd floor of the County Administration Building, on noticed public meeting days to receive a validation code.

All persons are advised that, if they decide to contest any decision made at any of these meetings, they will need a record of the proceedings and, for such purpose they may need to ensure that verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. (Section 286.0105 Florida Statutes)

If you have a disability and need an accommodation to participate in this meeting, please contact the Alachua County Equal Opportunity Office at (352) 374-5275 at least 2 business days prior to the meeting. TTY users please call 711. (Florida Relay Service)

12 SE 1st Street ■ Gainesville, Florida 32601 ■ Tel. (352) 264-6900 ■ Fax (352) 338-7363 ■ TDD call 711 Relay ■ Commissioners' E-Mail: bocc@alachuacounty.us ■ Home Page: www.alachuacounty.us
An Equal Opportunity Employer M.F.V.D

A. Invocation

Reverend Ryan Hope Travis, Unity of Gainesville, FL. Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of, a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

B. Pledge of Allegiance

C. Call to Order

D. Approval of Regular and Consent Agenda

Recommended Action:

To approve the Regular and Consent Agenda.

E. Announcements

F. Approval of Recognitions

1. **Presentation of a proclamation recognizing April as Water Conservation Month in Alachua County, Florida - 25-00209**

Fiscal Note:

N/A

Strategic Guide:

Environment

Recommended Action:

Read and present the proclamation

2. **Presentation of a proclamation recognizing the week of March 16th as National Safe Place Week in Alachua County, Florida - 25-00235**

Fiscal Note:

N/A

Strategic Guide:

Social and Economic Opportunity

Recommended Action:

Read and present proclamation

3. **Presentation of a proclamation declaring March as National Athletic Training Month in Alachua County, Florida - 25-00214**

Fiscal Note:

N/A

Strategic Guide:

Social and Economic Opportunity

Recommended Action:

Read and present the proclamation

G. Board and Committee Items

1. **Rural Concerns Advisory Committee Update – Annual Workplan and**

Accomplishments Report - 25-00189

Fiscal Note:

The item is an informational presentation to the Board and has no direct fiscal impact.

Strategic Guide:

All Other Mandatory and Discretionary Services

Recommended Action:

Hear presentation

H. Public Comment

12:00 p.m. or as soon thereafter as possible.

Limit comments to 3 minutes on non-agenda items & 3 minutes on agenda items. Those speaking to items on the agenda cannot speak to them later. For **Quasi-Judicial Items**, it is best to speak when the item comes up, as the Commission can only consider testimony given at the public hearing.

I. Action Items

1. Renaming of the Budget Inn and Scottish Inn - 25-00202

Fiscal Note:

NA

Strategic Guide:

Housing

Recommended Action:

Select names for the renaming of the Budget Inn and Scottish Inn

J. Presentations

1. Public Safety Radio Enhancement Presentation - 25-00187

Fiscal Note:

Funding Options:

1. Virtual Prime, Geographically Redundant Prime, Multiprotocol Label Switching – \$2,100,000
2. Virtual Prime, Geographically Redundant Prime, Multiprotocol Label Switching, Cirrus Central Core – Year 1 \$2,750,000, Year 2-5 \$175,000 per year, Tower Sites \$125,000 and annual recurring cost of fiber (currently \$175,000 per year) will increase based on negotiations
3. Virtual Prime, Geographically Redundant Prime, Multiprotocol Label Switching, Cirrus Central Core – 5-Year package price \$3,107,711, Tower sites \$125,000, and annual recurring cost of fiber (currently \$175,000 per year) will increase based on negotiations

The funding source will be identified once the decision of which option is made. Options include infrastructure surtax, resiliency grant, increase to Law Enforcement MSTU and Fire Assessment, one-time user assessment charge, and bonds.

Strategic Guide:

Public Safety/Infrastructure

Recommended Action:

Hear presentation on status of the Public Safety Radio System (PSRS) since acquisition and seek direction for enhancements to bolster resiliency and redundancy. Staff will explore funding options to support necessary improvements during budget development.

2. Presentation: Fire Rescue Community Health Plan - 25-00216**Fiscal Note:**

A consultant will be used within the Manager's approval threshold, not to exceed \$50,000. There is sufficient funds to cover this expenditure within the Closing Health Care Disparities (Cat 3.14) project funding currently allocated to the Community Health Care Worker program (052.29.0064.569.34.00 Project ARP2021x013 Contractual Services). Future cost of the program will be brought to the BoCC during the FY26 budget development.

Strategic Guide:

Public Safety

Recommended Action:

Hear Presentation

K. Public Hearings**1. Z25-000002 – A Request to Amend Section 402.113 of the Unified Land Development Code (ULDC) regarding criteria for approval of special exceptions - 25-00206****Fiscal Note:**

There will be no budgetary impacts from the requested amendments

Strategic Guide:

All Other Mandatory and Discretionary Services

Recommended Action:

Staff recommends that the Board should first convene as the Land Development Regulation Commission (LDRC) and find the proposed amendments consistent with the Alachua County Comprehensive Plan. The Board should then reconvene as the BoCC and adopt Ordinance 2025 – XX approving the requested ULDC amendments.

2. Adoption Hearing For County-Initiated Amendments To The Unified Land Development Code (ULDC) For Public Road Access, Zoning Setback Affidavit, Survey Monuments, Parking. - 25-00199**Fiscal Note:**

Costs related to the amendment to be included in Municode are covered in the FY25 budget in account 008.65.6500.554.49.04 (other charges) There is no fiscal costs associated with advertisement as this item will be published on the County's "Public Notices" page.

Strategic Guide:

All Other Mandatory and Discretionary Services.

Recommended Action:

1. Convene as the Land Development Regulation Commission and find the ULDC amendments consistent with the Alachua County Comprehensive Plan.

2. Reconvene as the Board of County Commissioners and approve the ordinance and authorize the Chair's signature on the ordinance.

L. Items Pulled From Consent

M. NOTE: This meeting will NOT reconvene at 5:01 PM

N. Closing Comments

1. Public Comment

Public Comment - 5:30 p.m. (Or at the end of the morning meeting if no evening meeting is scheduled). **Members of the public may only speak during one of the two designated General Comment periods.**

2. County Attorney Comment

3. County Manager Comment

4. Commission Comment

O. Adjournment

Recommended Action:

To adjourn the meeting.

P. Consent Items

1. Commission Services Office

a. Presentation of a proclamation declaring March 23rd through March 29th, 2025 as World Masters Athletic Week in Alachua County Florida - 25-00210

Fiscal Note:

N/A

Strategic Guide:

Social and Economic Opportunity

Recommended Action:

Read and present the proclamation

2. Community Support Services

a. 988 Suicide and Crisis Lifeline Network Agreement with Vibrant Emotional Health, Inc. - 25-00190

Fiscal Note:

There is no cost associated with the agreement.

Strategic Guide:

Social and Economic Opportunity

Recommended Action:

Approve the 988 Suicide and Crisis Lifeline Network Agreement with Vibrant Emotional Health, Inc. and authorize the Chair to execute it.

b. Gun Violence Prevention Grant Evaluation Team Recommendation for Awards – RFA 25-44-PM - 25-00183

Fiscal Note:

There is \$50,000 available in account 001.29.2973.569.82.00 Aid to Private

Organizations for these Gun Violence Prevention Grant awards.

Strategic Guide:

Social and Economic Opportunity

Recommended Action:

Approve the recommendations of the Grant Review Committee and authorize the County Manager to execute agreements with the entities on behalf of the County.

3. County Manager's Office

- a. **Request to Advertise Updates to Chapter 29 – Art in Public Places - 25-00192**

Fiscal Note:

N/A

Strategic Guide:

All Other Mandatory and Discretionary Services

Recommended Action:

Authorize staff to advertise updates to Chapter 29 – Art in Public Places

4. Fire Rescue

- a. **FY22 and FY23 Assistance to Firefighters Grant (AFG) Award Interfund Loan Requests - 25-00191**

Fiscal Note:

The FY22 AFG Award is a reimbursable grant in the amount of \$570,954.54 accounted for in Fund 080. It required a 10% match that has already been transferred to the fund. For cash flow purposes, Fund 080 will need a loan up to \$570,955 to facilitate paying invoices.

The FY23 AFG Award is a reimbursable grant in the amount of \$661,704.54 accounted for in Fund 081. It required a 10% match as well and the match has been transferred to the fund. For cash flow purposes, Fund 081 will need a loan up to \$661,705 to facilitate paying invoices.

Strategic Guide:

Public Safety

Recommended Action:

Authorize an interfund loan up to \$570,955 for the FY22 AFG in Fund 080 and an interfund loan up to \$661,705 for the FY23 AFG in Fund 081.

- b. **Recognize and appropriate unanticipated interest earned on the FY2022-2023 Emergency Medical Services Trust Grant - 25-00193**

Fiscal Note:

The State of Florida has authorized the rollover of \$98,161.11 in prior year grant funds which includes unanticipated earned interest of \$8,305.00. The 2023-2024 EMS Trust grant award is \$39,734.92 for a total budget that must be spent by May 31, 2025, of \$137,897.00 (014.54.5450. various #3245402). The resolution and budget amendment recognizes and appropriates the unanticipated interest earned of \$8,305.00

(014.54.5450.526.52.00 #3245402 Operating Supplies)

Strategic Guide:
Public Safety

Recommended Action:
Approve the resolution and budget amendment to recognize and appropriate unanticipated interest earned on the FY2022-2023 Emergency Medical Services Trust Fund Grant of \$8,305.00

5. Growth Management

a. Final Plat for Tara Vista Phases 1 and 2 - 25-00203

Fiscal Note:
None

Strategic Guide:
All Other Mandatory and Discretionary Services

Recommended Action:
The Development Review Committee reviewed the Revised Final Development Plan and Plat at its February 20, 2025 hearing and recommended the Board of County Commissioners approve the Plat for Phase 1 and Phase 2 based on a finding of consistency with Florida Statutes, the Alachua County Comprehensive Plan, and the Alachua County Unified Land Development Code.

b. Comprehensive Plan Evaluation & Update Notification Letter to State - 25-00201

Fiscal Note:
There is no cost associated with this item.

Strategic Guide:
All Other Mandatory and Discretionary Services

Recommended Action:
Approve the attached letter for signature by the Chair notifying the Florida Department of Commerce that updates to the Alachua County Comprehensive Plan are necessary to reflect changes in state statutory requirements, as required by Sec. 163.3191(1), Florida Statutes.

6. Human Resources

a. Fiscal Year (FY) 2025 Revisions to the Non-Bargaining Pay Plan add Public Works GIS Coordinator - 25-00197

Fiscal Note:
The Public Works GIS Coordinator is a (re)classification of an existing position; it is a filled position

that will result in an hourly increase from \$ 25.6888 to 35.3981.

Strategic Guide:
All Other Mandatory and Discretionary Services

Recommended Action:

Request approval of the Fiscal Year 2025 revisions to the Non-Bargaining Pay Plan.

7. Procurement

- a. **Award and Agreement with Anderson Columbia Co., Inc. (14345), for Bid 25-513-LC Major Rehabilitation on County Road 234 for Public Works. - 25-00196**

Fiscal Note:

Amount for project contract of \$3,815,076.67 including contingency of 5% is budgeted in the Transportation Trust Fund in account 341.79.7910.541.63.99 with the account description of Infrastructure.

Strategic Guide:

Infrastructure

Recommended Action:

Approve the Award and Agreement, and authorize the Chair to execute Agreement, with Anderson Columbia Co., Inc. (14345), for Bid 25-513-LC Major Rehabilitation on County Road 234, for a total fiscal impact of \$3,815,076.67 Project 9237908.

- b. **Award to Ad-Wear & Specialty of Texas, Inc. for Bid 25-202-MM Annual Purchase of Uniform T-Shirts for Alachua County Fire Rescue. - 25-00198**

Fiscal Note:

Fire Rescue has \$34,000.00 in available budget for uniform t-shirts (011.54.5480.522.52.70 Uniforms \$17,000.00 and 091.54.5450.526.52.70 Uniforms \$17,000.00).

Strategic Guide:

All Other Mandatory and Discretionary Services

Recommended Action:

Approve the Award of Bid 25-202-MM Annual Purchase of Uniform T-Shirts for Alachua County Fire Rescue to Ad-Wear & Specialty of Texas, Inc.

- c. **Purchase Order to Matthews Bus Alliance, Inc., in the amount of \$210,266.00 for Cuscowilla Park via Public Works. - 25-00200**

Fiscal Note:

Amount for purchase of \$210,266.00 is budgeted in account 001.04.0492.572.64.00 (machinery & equipment > \$15,000)

Strategic Guide:

Other Mandatory and Discretionary Services

Recommended Action:

Approve the issuance of a purchase order to Matthews Bus Alliance, Inc., in the amount of \$210,266.00.

- d. **Purchase Order to Safeware Inc. in the amount of \$68,528.00, for Fire Rescue. - 25-00213**

Fiscal Note:

Alachua County has been approved to relinquish three (3) noncompliant

drones to the Florida Department of Law Enforcement which are eligible for reimbursement not to exceed \$25,000 per compliant drone. This purchase will replace 2 of the 3 noncompliant drones.

Funds are budgeted under 083.54.5480.522-various, project # 3542508.

This purchase is from accounts:

011.54.5480.522.46.00 (Repairs and Maintenance Services Repairs)
Project 6195409-FY25 Unmanned Aerial Systems \$1,317.00,

011.54.5480.522.54.80 (Books Publications Subscriptions and Memberships), Project 6195409-FY25 Unmanned Aerial Systems \$7,947.00,

083.54.5480.522.46.00 (Repairs and Maintenance Services Repairs)
Project 3542508 Drone Replacement Program 3x120, \$7,864.00

083.54.5480.522.52.00 (Operating Supplies) Project 3542508 Drone Replacement Program 3x120, \$2,952.00

083.54.5480.522.64.00 (Machinery & Equipment >\$15,000) Project 3542508 Drone Replacement Program 3x120, \$39,184.00

091.54.5450.526.46.00 (Repairs and Maintenance Services Repairs)
Project 6195409-FY25 Unmanned Aerial Systems, \$1,317.00

091.54.5450.526.54.80 (Books Publications Subscriptions and Memberships), Project 6195409-FY25 Unmanned Aerial Systems, \$7,947.00

Strategic Guide:

All Other Mandatory and Discretionary Services

Recommended Action:

Approve the issuance of a purchase order to Safeware Inc. in the amount of \$68,528.00.

- e. **Purchase Order to Opengov Inc., in the amount of \$79,979.20 for the Office of Management and Budget. - 25-00219**

Fiscal Note:

Budget is available in account 001.17.1720.513.54.80 (Books, Publications, Subscriptions & Memberships)

Strategic Guide:

All Other Mandatory and Discretionary Services

Recommended Action:

Approve the issuance of a purchase order to Opengov Inc., in the amount of \$79,979.20.

- f. **Award and Agreement with Gray Construction Services, Inc. (14470), for Bid 25-522-LC Transformation of County Facility to Permanent Supportive Housing (Budget Inn), for Facilities Management. - 25-00226**

Fiscal Note:

Facilities Management has \$3,693,543.00 budgeted in account 202.29.2963.554.34.00 Other Contractual Services, Project 9212901. Funds are available through the Federally-Funded Community Development Block Grant (CDBG) CARES (22CV-S25) Subgrant Agreement from the office of Department of Commerce (FloridaCommerce).

Recognize \$400,000 in unanticipated revenue from the State of Florida. If funding is not received from the State, funding from Funds 203 CDBG Neighborhood Stabilization and 207 CDBG FY11 Neighborhood Stabilization could be used for this purpose.

Strategic Guide:

Housing

Recommended Action:

Approve the Award and authorize the Chair to execute Agreement with Gray Construction Services, Inc. (14470), for Bid 25-522-LC Transformation of County Facility to Permanent Supportive Housing (Budget Inn), for a total fiscal impact of \$4,089,435.00.

Q. Notation for Record

1. **Report of Contracts signed by County Manager or Designee in the month of January and February 2025. - 25-00131**

Fiscal Note:

N/A

Strategic Guide:

All Other Mandatory and Discretionary Services

Recommended Action:

No action necessary. For informational purposes only. The report and a copy of the contracts have been submitted to the Clerk for inclusion into the minutes.

2. **Infrastructure Surtax Oversight Board - November 19, 2024 Minutes - 25-00194**

Fiscal Note:

N/A

Strategic Guide:

Infrastructure

Recommended Action:

No action necessary. For informational purposes only.

3. **Economic Development Advisory Committee January 23, 2025 Minutes - 25-00204**

Fiscal Note:

N/A

Strategic Guide:

All Other Mandatory and Discretionary Services

Recommended Action:

No action necessary. For informational purposes only.

4. **Rural Concerns Advisory Committee Minutes of November 19, 2024, and January 21, 2025 - 25-00205**

Fiscal Note:

N/A

Strategic Guide:

All Other Mandatory and Discretionary Services

Recommended Action:

No Action necessary. For Informational purposes only

5. **Environmental Protection Advisory Committee (EPAC) Minutes Sept 2024-Jan 2025 - 25-00208**

Fiscal Note:

N/A

Strategic Guide:

Environment

Recommended Action:

No action necessary. For informational purposes only

6. **Arts Council – February 3, 2025 Minutes - 25-00215**

Fiscal Note:

N/A

Strategic Guide:

All Other Mandatory and Discretionary Services

Recommended Action:

No action necessary. For informational purposes only.

R. Notice of Upcoming Meetings

Below is the link to the most up-to-date Alachua County Meetings & Events Calendar.

<https://alachuacounty.us/events/Pages/default.aspx>



Agenda Item Summary

File #: 25-00209

Agenda Date: 3/3/2025

Agenda Item Name:

Presentation of a proclamation recognizing April as Water Conservation Month in Alachua County, Florida

Presenter:

County Commissioner

Description:

A Formal Announcement or declaration to raise awareness about important issues or causes impacting Alachua County

Recommended Action:

Read and present the proclamation

Prior Board Motions:

N/a

Fiscal Note:

N/A

Strategic Guide:

Environment

Background:

N/A

Alachua County Florida

A Proclamation

Declaring April as “Water Conservation Month” in Alachua County, Florida

- Whereas,*** clean and resilient water resources are vital to Alachua County’s environment, economy and quality of life; and
- Whereas,*** conservation of these resources is critical to sustaining and improving the health of creeks, lakes, and the Santa Fe River and associated springs; and
- Whereas,*** Alachua County has made outdoor water use a water conservation priority by enforcing irrigation restrictions and the countywide Irrigation Design Code to minimize inefficient landscape irrigation and fertilizer pollution; and
- Whereas,*** businesses are invited to become community leaders in water conservation by discontinuing irrigation on established landscapes and properly maintaining commercial irrigation systems; and
- Whereas,*** Alachua County supports residents and businesses’ efforts to reduce water use via our irrigation tune-up and rebate program, educational campaigns, and our Florida-Friendly Landscaping code for Homeowners Associations; and
- Whereas,*** by committing to saving water, every resident, business, industry, and school can join Alachua County’s efforts to protect our climate and natural resources and reduce the need to invest in alternative water supply sources.

Now, therefore, through the authority vested in me by the Board of County Commissioners of the Alachua County, Florida, I do hereby proclaim April, as “Water Conservation Month” in Alachua County, Florida.

Duly proclaimed this 25th day of March, A.D., 2025.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY FLORIDA

By:

Charles S. Chestnut IV, Chair

ATTEST:

J.K. “Jess” Irby, Esq.



Agenda Item Summary

File #: 25-00235

Agenda Date: 3/11/2025

Agenda Item Name:

Presentation of a proclamation recognizing the week of March 16th as National Safe Place Week in Alachua County, Florida

Presenter:

County Commissioner

Description:

A Formal Announcement or declaration to raise awareness about an important issues or causes impacting Alachua County

Recommended Action:

Read and present proclamation

Prior Board Motions:

N/A

Fiscal Note:

N/A

Strategic Guide:

Social and Economic Opportunity

Background:

N/A

Alachua County Florida

A Proclamation

**Declaring the week of March 16th, 2025, as
“National Safe Place Week”
in Alachua County, Florida**

Whereas, the youth of Gainesville, Florida will determine the future strength of our country and be the bearers of our democracy; and

Whereas, youth need a safe haven from various negative influences, such as child abuse, substance abuse, depression, and crime, and youth need readily available resources to assist them when faced with circumstances that compromise their safety; and

Whereas, the Safe Place program is committed to protecting the youth of Gainesville by offering access to immediate help and safety for young people seeking assistance and guidance; and

Whereas, there are community organizations that operate Safe Place programs in the area with the support of numerous local businesses and volunteers who make their facilities available to assist in providing a safe environment for those in need.

Whereas, increased awareness will encourage more communities to establish Safe Place locations where youth can readily access the help they need.

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim the week of March 16th, 2025, as “National Safe Place Week” in Alachua County, Florida.

Duly proclaimed this 25th day of March, A.D., 2025.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY FLORIDA

By: _____
Charles S. Chestnut, IV, Chair

ATTEST:

J.K. “Jess” Irby, Esq.



Agenda Item Summary

File #: 25-00214

Agenda Date: 3/4/2025

Agenda Item Name:

Presentation of a proclamation declaring March as National Athletic Training Month in Alachua County, Florida

Presenter:

County Commissioner

Description:

A Formal Announcement or declaration to raise awareness about important issues or causes impacting Alachua County

Recommended Action:

Read and present the proclamation

Prior Board Motions:

N/A

Fiscal Note:

N/A

Strategic Guide:

Social and Economic Opportunity

Background:

N/A

Alachua County Florida

A Proclamation

Declaring March as “National Athletic Training Month” in Alachua County, Florida

Whereas, the Athletic Trainers’ Association of Florida was founded in the year 1983 as an organization committed to the education of its members and the enhancement of the profession of athletic training, creating better health care for the population it serves; and

Whereas, Athletic Trainers from professional, collegiate, and high school teams; industries; physician offices; rehabilitation clinics; and every branch of the United States military work together to promote and practice the profession of athletic training within Alachua County of the State of Florida; and

Whereas, Athletic Trainers have a long history of providing quality health care for athletes and people engaged in regular physical activity; and

Whereas, Athletic Trainers are highly skilled healthcare professionals who specialize in immediate, acute and emergency care; examination, assessment and diagnosis; injury prevention; risk management; therapeutic intervention; and rehabilitation of injury and illness; and

Whereas, the National Athletic Trainers’ Association represents and supports more than 45,000 members of the athletic training profession, including more than 3000 Athletic Trainers in the State of Florida; and

Whereas, leading organizations concerned with athletic training and health care have united in a common commitment to raise public awareness of the importance of the profession of athletic training and the role of Athletic Trainers in the provision of quality health care services; and

Whereas, it is the desire of Alachua County of the State of Florida to promote improved health care for athletes and all of those who engage in physical activity.

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim March, as “National Athletic Training Month” in Alachua County, Florida.

Duly proclaimed this 25th day of March, A.D., 2025.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY FLORIDA

By: _____
Charles S. Chestnut, IV, Chair

ATTEST:

J.K. “Jess” Irby, Esq.



Agenda Item Summary

File #: 25-00189

Agenda Date: 3/25/2025

Agenda Item Name:

Rural Concerns Advisory Committee Update – Annual Workplan and Accomplishments Report

Presenter:

Dr. Rodney Clouser, RCAC Chair

Description:

Presentation on RCAC Annual Workplan and Accomplishments Report

Recommended Action:

Hear presentation

Prior Board Motions:

NA

Fiscal Note:

The item is an informational presentation to the Board and has no direct fiscal impact.

Strategic Guide:

All Other Mandatory and Discretionary Services

Background:

The Committee was established by Resolution 03-34 on April 8, 2003, to provide guidance and advice to the Board regarding rural concerns and issues within Alachua County. The Committee has been extended by the Board five times, the most recent of which occurred on June 25, 2019, where Resolution 19-66 granted the Committee a six-year extension to December 31, 2025.

From the establishing resolution, the responsibilities of the Committee are to:

- A. Establish the importance of our rural, unincorporated agricultural and historic settlements;
- B. Assist in the development and evaluation of policies and programs affecting the rural areas of the County;
- C. Represent the rural areas in the County's various community planning processes and hearings; and
- D. Assist in the recognition and determination of the needs of the County's rural residents and advise the Board accordingly.

Rural Concerns Advisory Committee
Annual Workplan and Accomplishments Report: FY2024-2025

Chair: Dr. Rodney Clouser

Board Liaison: Ken McMurry, Senior Planner, Growth Management

Staff Support: Ben Chumley, Regina Williams, and other departments as requested for presentations

Brief History of Committee

The Committee was established by Resolution 03-34 on April 8, 2003 to provide guidance and advice to the Board regarding rural concerns and issues within Alachua County. The Committee has been extended by the BoCC five times, the most recent of which occurred on June 25, 2019, where Resolution 19-66 granted the Committee a six-year extension to December 31, 2025.

Mission Statement

The responsibilities of the Advisory Committee shall be to:

- A. Establish the importance of our rural, unincorporated agricultural and historic settlements;
- B. Assist in the development and evaluation of policies and programs affecting the rural areas of the County;
- C. Represent the rural areas in the County's various community planning processes and hearings; and
- D. Assist in the recognition and determination of the needs of the County's rural residents and advising the Board accordingly.

Prior Year Accomplishments

Held 9 meetings/workshops through September 17, 2024

• **Received presentations and provided input on:**

10/17/23 Review and discussion of proposed amendments to the Alachua County Unified Land Development Code – Angeline Jacobs, Planner, Growth Management Dept.

01/16/24 Final Review of RCAC Suggestions and Questions on proposed amendments to the Alachua County Unified Land Development Code – Angeline Jacobs, Planner, Growth Management Dept.

Reducing Pollution from Septic Systems in Alachua County – Stacie Greco, Water Resources Program Manager, Environmental Protection Dept.

- 02/20/24 Alachua County's Land Conservation Program: Protection of Water Resources, Wildlife Habitat, and Developing Agricultural Land Protection Strategy – Andi Christman, Environmental Program Manager, Environmental Protection Dept.
- 03/19/24 Update on Pavement Management Program, Transportation Capital Improvement Program (TCIP) FY 2023 FY 2032, and use of infrastructure surtax funds – Brian Kauffman, Asst. Director, Public Works
- 04/16/24 Impact of Climate on Alachua County's Agriculture and Rural Lands – Shane Williams, Storm Water Engineer, Environmental Protection
- 05/21/24 Update on Alachua County Agricultural Land Protection Strategy – Andi Christman, Environmental Program Manager, Alachua County Environmental Protection Department
- 07/16/24 Update and discussion of Alachua County Agricultural Land Protection Strategy
- 08/20/24 Update and discussion Alachua County Agricultural Land Protection Strategy: Update and RCAC Input & Concerns – Andi Christman
Discussion of potential future agenda item on Agricultural Tax Classification Assessment issues
- **Discussed and took action on Committee Items:**
 - 10/17/23 Final review and approval of Annual Workplan and Accomplishments Report: FY2023-2024
Nominations and elections of officers
 - 03/19/24 Discussion of RCAC 2024 Meeting Schedule
 - 09/17/24 Review and update of RCAC Annual Workplan and Accomplishments Report: FY2024-2025
- **Made recommendation to BoCC:**
 - 09/17/24 Approved letter of support for proposed Agricultural Land Protection Strategy

Goals & Objectives for Upcoming Year

The Rural Concerns Advisory Committee goals and objectives will be focused around three “pillars” of issues/concerns:

- I. Rural Health and Service Delivery,**
- II. Rural Economic Development, and**
- III. Rural Policy Concerns**

The focus of the goals and objectives for FY2024-25 is to educate the advisory committee on potential topics of concern in rural areas of Alachua County in order to be prepared for emerging issues of importance if input is needed and to offer suggestions when appropriate.

I. Rural Health and Other County Service Delivery

- A. Review and monitor health and social services and delivery of those services in Alachua County rural communities/cities/towns.
- B. Continue to partner with Alachua County government on broadband opportunities/partnerships and limitations in rural Alachua County, related to expansion of telemedicine to rural and underserved communities and opportunities for alternative financing including grants and guaranteed loans.
- C. Continue discussion of litter issues/concerns in Alachua County and right-of-way maintenance.
- D. Review of County solid waste program collection and providers.
- E. Review of issues concerning Alachua County Animal Services.

II. Rural Economic Development

- A. Increase public awareness of the scope, size and importance of agriculture and ag related industry in Alachua County – land, labor, taxes, prevention of economic leakages and exports of County-related agricultural products, including procure or recommend completion of economic impact study.
- B. Advise BoCC on importance of additional funding on scope, size and importance of the County rural roads and bridge system for agriculture-related prosperity.
- C. Review and monitor local food systems and value-added food service infrastructure.
- D. Continue conversation about small business grants and/or support in rural areas including those bringing services listed in ‘Rural Health & Service Delivery’ topic, and including the County’s Small-Producer Agriculture Capital Support (SMAACA) Grant program.

III. Rural Policy Concerns

- A. Continue education efforts for the BoCC and citizens of Alachua County on agricultural issues and other issues affecting the rural area including support of local markets, local farmers and local food production including limited resource producers.
- B. Provide input where appropriate on the following, including but not limited to:
 - Feral hog management
 - Invasive species control programs conducted by the County
 - Effective means of enforcing rules and rights relating to private roads and easements in the rural area
- C. Continue to promote and coordinate education of Best Management Practices for agriculture producers, governmental organizations and citizens of Alachua County, including State guidelines.
- D. Stay abreast of law enforcement and EMS services relating and critical to the rural area.
- E. Request update from Alachua County Property Appraiser's office on Florida State Use Value Assessment Law and application in Alachua County.
- F. Investigate farmland preservation programs/areas in surrounding counties.
- G. Stay abreast, informed, and provide feedback on the Alachua County Agricultural Land Protection Strategy adopted in 2024.
- H. Discuss a potential information gathering methodology to integrate rural concerns as included in the Committee Mission Statement, to "Assist in the recognition and determination of the needs of the County's rural residents and advising the Board accordingly."
- I. Make recommendations to BOCC on any Agricultural Issues and other issues affecting the rural area and emerging issues in the rural area and at the rural-urban fringe including review of options and funding sources for improving rural to urban transportation systems.
- J. Monitor the Comprehensive Plan as well as implementation of the Comprehensive Plan and Unified Land Development Code on rural lands and relating to agriculture and local food production.
- K. Continue discussion of energy conservation and generation methods that may impact the agriculture community and/or quality of life in the rural area
- L. Provide input where appropriate on septic systems (update on new septic system regulations in rural area).
- M. Review and monitor Alachua County Climate Action Plan.
- N. Encourage intergovernmental coordination between Alachua County and municipalities to identify opportunities to conserve natural and agricultural resources.

Other Potential Concerns include:

- Continue to review and comment on management of Alachua County Forever properties, including development and implementation of business plans for timber harvesting, cattle grazing and hunting leases.
- Provide input where appropriate on the following, including but not limited to:
 - County water supply issues
 - Stormwater issues
 - Fire services issues
 - Integration of emergency response systems for the rural area
 - Forest management related to tree and development conflicts
- Affordable housing in the rural area.



Agenda Item Summary

File #: 25-00202

Agenda Date: 3/25/2025

Agenda Item Name:

Renaming of the Budget Inn and Scottish Inn

Presenter:

Claudia Tuck, Community Support Services Director, (352) 231-0058

Description:

Renaming of two converted motels formerly known as the Budget Inn and Scottish Inn

Recommended Action:

Select names for the renaming of the Budget Inn and Scottish Inn

Prior Board Motions:

NA

Fiscal Note:

NA

Strategic Guide:

Housing

Background:

The County purchased the Budget Inn early in 2021 to convert the motel rooms to 36 one-bedroom units for permanent housing. In December 2023, the County also purchased the Scottish Inn which will also be renovated to provide 31 efficiency units for affordable permanent housing.

As contracts are being put in place for renovations, we recognize the need to have a name for the complexes other than the Budget Inn and Scottish Inn. The County Manager requested that staff bring naming recommendations to the BoCC.

Motels Undergoing Conversion to Apartments

The County purchased the Budget Inn early in 2021 to convert the motel rooms to 36 one-bedroom units for permanent housing. Renovations were needed prior to opening so staff sought alternate available funding. Staff identified, developed, and submitted a response to an RFP for CDGB-CV funding in October 2021. The County was notified in early July 2022 that the grant would be awarded and the BoCC received and signed the contract in October 2022. On March 23, 2023, the County received the fully executed contract from the Department of Economic Opportunity.

A motel conversion committee meeting has been held every two weeks since June 2021. Participants in this planning meeting include staff from Growth Management Legal, Purchasing, Contracts, Facilities, CSS, OMB as well as representatives from the Alachua County Housing Authority who is proposed to manage the complex.

Additionally, in December 2023, the County purchased the Scottish Inn which will be renovated to provide 31 efficiency units for affordable permanent housing. This property will be funded through Emergency Rental Assistance Program Affordable Housing. As we celebrated the purchases and funding, we recognize the need to have a name for the complexes other than the Budget Inn and Scottish Inn.

The County Attorney's Office provided the County naming procedure that is attached. The procedure indicates that "nominations for the initial naming, renaming or dedication of a building or facility shall be made to the County Manager." The procedure goes on to say that a "County Commissioner, or the County Manager, may also recommend naming, renaming or dedicating a building or facility." The County Manager requested that staff bring naming recommendations to the BoCC.

Following an initial name suggestion, the committee was asked to provide several choices for each property. The Motel Conversion Committee was surveyed and provided suggestions. Staff and the architects researched both properties and found the original names when the properties were initially put in operation. The Scottish Inn was Motel Tabor named for the original owners, Frank and Libbie Tabor when it opened in the 1950's. Staff have been in contact with their grandson, Frank Tabor, who is a resident of Alachua County and is supportive if the Board chose this option.

The Budget Inn was constructed and initially operated in the 1960's by Frank and Mae Helen Hobbs. Staff are continuing to try to contact their descendants as well as to research the original name. The second owner, Harvey Budd, constructed an addition in 1975 and named the complex The Apartment Inn.

Budget Inn - First 3 options
Driftwood Preserve
Nature's Edge
Willow Creek

Budget Inn – 4th Option
Hobbs Manor
Hobbs Villas
Hobbs Apartments

Scottish Inn - First 2 options
Forest Haven
Forest View

Scottish Inn - 3rd Option
Tabor Manor
Tabor Villas
Tabor Apartments

Naming Selections for Motel Conversions

	Chestnut	Cornell	Alford	Prizzia	Wheeler
POTENTIAL NAMES					
Budget Inn					
Driftwood Preserve					
Nature's Edge					
Willow Creek					
Hobbs Manor					
Hobbs Villas					
Hobbs Apartments					
Write-In Option					
Scottish Inn					
Forest Haven					
Forest View					
Tabor Apartments					
Tabor Manor					
Tabor Villas					
Write-In Option					

Bargaining Unit employees should review their appropriate Collective Bargaining Agreement (CBA) to determine if this procedure applies to them. In case of a conflict between the applicable CBA and these procedures, the provision in the CBA controls.

Procedure No.: AP-14

Revision No.: 3

Effective: 9/30/02

Review/Revision Date: 1/12/21,
9/23/2021

Naming Alachua County Facilities

Procedure:

1. Nomination Process

- a. Nominations for the initial naming, renaming or dedication of a building or facility shall be made to the County Manager
 - i. All nominations shall be in writing.
 - ii. The request shall include a brief summary about the history and purpose of the building or facility and the reasons for naming the building or facility after an individual or group.
 - iii. A County Commissioner, or the County Manager, may also recommend naming, renaming or dedicating a building or facility.
- b. The County Manager shall advise the County Commission of the request to name a building or facility.
- c. The County Commission or County Manager must nominate individuals or public or private groups for the naming of a County building.
- d. All nominations must be approved by the County Commission via a resolution.

2. Name Selection

- a. The County Commission may seek recommendations from a committee (example: Commission appointed Advisory Board, or other appropriate community group), in the naming of County buildings and facilities.
- b. The committee's nominations will be submitted to the County Commission via the County Manager.
- c. At the request of the County Commission, the committee may conduct contests for the naming of a building or facility.
- d. Consideration of the name should be given to historical significance, geographical identifiers or natural characteristics.
- e. Alternative versions of the names shall also be provided.

- f. If there is a donation of property to the County, the donor's wishes shall be considered in the naming process.
- g. Nominations of an individual must be based upon significant, humanitarian contributions that were made in the community or to Alachua County government and its citizenry and must be non-financial in nature.
- h. Nominations in the name of a group (including organizations) must be based upon significant financial contributions that were made and benefited the mission of Alachua County government.
- i. The Board will approve the final selection through a simple majority vote.

3. Plaques and Markers.

- a. Plaques and markers must be designed to blend with the natural environment or architectural concept.
- b. Plaques and markers may be affixed or placed at the named building or facility.
- c. The County Manager shall approve plaques and markers prior to installation.

4. Signage and Building Modifications

- a. Replacing existing exterior signage (including wayfinding signs) with the Resolution approved name is permitted.
- b. Interior/exterior building modifications are not permitted.
- c. On-going operating costs, such as lighting or electrical displays, are not permitted.

5. Renaming Ceremony/Event In-Kind Support

- a. Design/print (in-house) event programs through the County's Communications Office.
- b. Video record the event and produce a brief video that will be aired during a Commission meeting through the County's Communications Office.
- c. Advertise the event via a media advisory and utilizing social media through the County's Communications Office.
- d. Design in-house and send email invitations.
- e. Provide light refreshments.
- f. Set up chairs, tent and podium the day of the event.
- g. Coordinate for a Commissioner to make remarks at the ceremony.
- h. Assist with Special Event Permits (such as street closures), if applicable and in the County's jurisdiction.



Agenda Item Summary

File #: 25-00187

Agenda Date: 3/25/2025

Agenda Item Name:

Public Safety Radio Enhancement Presentation

Presenter:

Harold Theus, Fire Chief, 352-384-3101

Description:

Presentation on the status of the Public Safety Radio System (PSRS) since acquisition

Recommended Action:

- Hear presentation on status of the Public Safety Radio System (PSRS) since acquisition and seek direction for enhancements to bolster resiliency and redundancy. Staff will explore funding options to support necessary improvements during budget development.

Prior Board Motions:

On December 10, 2024, the Board approved the 4 service agreements related to the tower locations

On December 12, 2023, the Board authorized the sale agreement and related documents to complete the transaction for the Trunked Radio System

Fiscal Note:

Funding Options:

1. Virtual Prime, Geographically Redundant Prime, Multiprotocol Label Switching – \$2,100,000
2. Virtual Prime, Geographically Redundant Prime, Multiprotocol Label Switching, Cirrus Central Core – Year 1 \$2,750,000, Year 2-5 \$175,000 per year, Tower Sites \$125,000 and annual recurring cost of fiber (currently \$175,000 per year) will increase based on negotiations
3. Virtual Prime, Geographically Redundant Prime, Multiprotocol Label Switching, Cirrus Central Core – 5-Year package price \$3,107,711, Tower sites \$125,000, and annual recurring cost of fiber (currently \$175,000 per year) will increase based on negotiations

The funding source will be identified once the decision of which option is made. Options include infrastructure surtax, resiliency grant, increase to Law Enforcement MSTU and Fire Assessment, one-time user assessment charge, and bonds.

Strategic Guide:

Public Safety/Infrastructure

Background:

On December 28, 2023, Alachua County acquired the Trunked Radio System, also known as the Public Safety Radio System (PSRS), from Gainesville Regional Utilities. The PSRS is a six-site, 13-channel trunked simulcast ASTRO 25 system utilizing Motorola Solutions' G-Series equipment. It serves all Fire Rescue and Law Enforcement departments, along with other municipal and county departments that are not directly related to public safety.

Since the acquisition, county staff have collaborated with key stakeholders to evaluate the system, implement necessary maintenance improvements, and establish an agreement with the Alachua County Sheriff's Office for oversight of daily operations. Additionally, the county has worked with its radio consultant and Motorola Solutions to develop a strategic plan to enhance the system's effectiveness and resiliency.

The purpose of this agenda item is to review the actions since purchase and present options for enhancements immediately needed for system reliability and redundancy.



Public Safety Radio System

Harold Theus, Chief



**Where Nature
and Culture Meet**

Background



- **Owners on December 28, 2023**
- **Evaluating the status of the equipment and system**
 - Radio Tower Inspections
 - Monthly meetings with Motorola, Tri-Communications and our consultant
 - Hiring search for a Radio System Manager
 - Executed User Agreements with the 9 partners of the system
 - Moving and isolation of equipment at the 3-colocation sites

Background



- **Alachua Sheriffs Office**
 - Heavily involved-early on Radio Technician Shop
 - Subject Matter Experts
 - Radio Maintenance Program and Oversight of the County's Radio Trunking System- September 2024

Tower Site- Maintenance



- **Ongoing Maintenance of County operated sites**
 - UPS system repair
 - UPS Replacement at another site
 - Generator maintenance at all sites (new agreements)
 - Addition of Back-up Firewall server
 - Transfer Switch replaced
 - HVAC repairs

Tower Site Enhancements



- **Needs- 5 sites**
 - Updated Fire Alarm System
 - (ACFR & Public Works)
 - Monitoring systems
 - Environmental
 - System
 - Security

Co-Location Tower Sites (GRU)



- **Prime site**
 - Replacement of ATS switch
 - Replacement of UPS batteries
 - Autonomous monitoring devices of power supply
 - Generator repair, maintenance and load testing

Radio System Update



- **In 2024, Alachua County acquired from GRU, a 6 site, 13 channel, trunked simulcast ASTRO 25 (P25 Phase 1) system utilizing Motorola Solutions' G-Series (GTR 8000 Based Radio) equipment configuration at its simulcast sub-sites**
 - The last major system overhaul took place in 2018, upgraded to P25
 - Multi year service agreement established in 2020, expires October 2026
 - Today, GRU provides all network and fiber for the radio system (5 Yr Agreement)

Radio System Challenges



- **System Resilience**
 - Today, the Master Site, Prime Site, are all in the same location
 - Risk of system outages, failure, down-time and lack of coverage
- **Redundancy and backup**
 - The County relies solely on the GRU Network and monitoring of that network for the radio system
- **Coverage**
 - Increased growth since the system was designed has caused coverage gaps in certain parts of the county.
- **Lifecycle Upgrades**
 - Planning for required upgrades for 5 to 10 year life cycle.

Radio System Solutions

Maximize Efficiency, Increase Reliability, Minimize Footprint



- **Virtual Prime**
 - Creates fewer potential points of failure. Requirement for future software enhancements.
- **Geographically Redundant Prime**
 - Continuity of simulcast subsystems in event of prime site failure.
- **Multiprotocol Label Switching (MPLS)**
 - Backhaul system to reduce dependency on GRU's MPLS system.
- **Cirrus Central Core**
 - Backup system for CCC in the event of failure. Geo-redundant cloud backup maintains P25 communications.

Costs



- **Option 1**
 - Virtual Prime, Geographically Redundant Prime, MPLS
 - Approximately \$2,100,000
- **Option 2**
 - Virtual Prime, Geographically Redundant Prime, MPLS, Cirrus Central Core
 - Year 1- Approximately \$2,750,000
 - Year 2-5- Approximately \$175,000 per year
 - Tower sites- Approximately \$125,000 (all sites)
 - Recurring expense for connectivity
- **Option 3**
 - Virtual Prime, Geographically Redundant Prime, MPLS, Cirrus Central Core
 - Five Year package price- \$3,107,711
 - Tower Sites- Approximately \$125,000 (all sites)
 - Recurring expense for connectivity

Future Enhancements



- **5-year plan and upcoming expenses:**
 - Cyber Security for Astro
 - SUA Agreement-Renewal 10/2026
 - AXS Dispatch Consoles- 2029
 - Tower Expansion-2030
 - APX Next Radio's

Funding Options



- **Infrastructure Surtax**
- **Resiliency Grants (Federal & State)**
- **Increase to Law Enforcement MSTU**
- **Increase to Fire Special Assessment**
- **One time User Assessment Charge**
- **Bonds**



Agenda Item Summary

File #: 25-00216

Agenda Date: 3/25/2025

Agenda Item Name:

Presentation: Fire Rescue Community Health Plan

Presenter:

Harold Theus, Chief, 352-384-3101

Jodie Benware, Captain, 352- 264-6584

Description:

Presentation to update the expansion of the Mobile Integrated Health Team into a Complex Community Health Program, consisting of Community Paramedicine, Community Health Workers, Coordinated Opioid Response Network, and Medication-Assisted Treatment services.

Recommended Action:

Hear Presentation

Prior Board Motions:

On January 28, 2025, the Board heard a presentation item# 25-00094.

Staff Recommendations:

1. Continue the existing program structure through September 30, 2025.
2. Transition the key functions of the CHW Program to the MIH Team on October 1, 2025.

Commissioner Prizzia, Commissioner Alford, Commissioner Wheeler, Commissioner Cornell (states motion in comments), and Fire Chief Harold Thieus presented comments.

Commissioner Prizzia moved to as our team to look at court combining options 2 and 3 to have geographically assigned community health workers working in collaboration with our fire rescue integrated mobile health team. Bring back recommendations during the budget process. Fire Rescue would be in charge. The reason to combine the options is to sunset the program and only have their two mobile integrated health teams existing peer support specialist which are focused on substance abuse trained as community health workers and to add additional geographically assigned community health workers that would be dealing with general public and well being through a community health worker program. The ideal scenario would be that the employees would be hired from the community and trained to provide the service within the community. The motion carried 4-0 with Chair Chestnut out of the room.

2nd Commissioner Alford. The motion carried 4-0 with Chair Chestnut not present.

1. Continue the existing program structure through September 30, 2025. 2. Transition the key

functions to the Mobile Integrated Healthcare Team on October 1, 2025.

Fiscal Note:

A consultant will be used within the Manager's approval threshold, not to exceed \$50,000. There is sufficient funds to cover this expenditure within the Closing Health Care Disparities (Cat 3.14) project funding currently allocated to the Community Health Care Worker program (052.29.0064.569.34.00 Project ARP2021x013 Contractual Services). Future cost of the program will be brought to the BoCC during the FY26 budget development.

Strategic Guide:

Public Safety

Background:

On January 28, 2024, the Board of County Commissioners (BoCC) directed Fire Rescue staff to present recommendations for integrating Community Health Workers into Fire Rescue's Mobile Integrated Health Team. Currently, the Community Health Worker program operates within Community Support Services, with its grant funding set to expire at the end of this fiscal year. Fire Rescue and Community Support Services staff have met multiple times to discuss the program's scope. With similar grant-funded and partially grant-funded programs emerging, Fire Rescue staff are recommending consulting services to consolidate these programs under a unified structure. This integration will ensure the program is both effective and sustainable.



Alachua County Fire Rescue Complex Community Health Plan

Harold Theus, Chief
Jodie Benware, Captain



Where Nature
and Culture Meet

Current Program



- **Mobile Integrated Health Team**
 - Launched in November of 2024
 - Consists of 7 staff members
 - Captain, Mental Health Counselor/Social Worker, Case Manager, Paramedic, EMT, 2 Peer Support Specialist.
 - Provides holistic, person-centered health services, including post-emergency interventions, substance abuse management, chronic disease management, and emotional support to residents of Alachua County.
 - To date the team has had over 100 encounters resulting in participants being connected to various resources.

Community Health Opportunities



- Mobile Integrated Health Team
- Community Health Workers
- Coordinated Opioid Recovery
- Medication-Assisted Treatment Services

Consulting Services



- Camden Coalition of Healthcare Providers-
 - The Camden Coalition is a multidisciplinary, community-based nonprofit working to improve care for people with complex health and social needs in the city of Camden, across New Jersey, and around the country.
 - [Camden Coalition-About Us](#)

Scope of Work



- **Programmatic organization**
 - Structure/Policies/Protocols
- **Best Practices for Complex Community Health Programs**
 - Hospital data sharing agreements/community engagement/analytical data reporting metrics
- **Facilitate introductory and continuous training**
 - Onboarding and existing staff



Agenda Item Summary

File #: 25-00206

Agenda Date: 3/25/2025

Agenda Item Name:

Z25-000002 – A Request to Amend Section 402.113 of the Unified Land Development Code (ULDC) regarding criteria for approval of special exceptions

Presenter:

Gerald Brewington (352-374-5249)

Description:

A request to amend Section 402.113 of the ULDC regarding criteria for approval of special exceptions

Recommended Action:

Staff recommends that the Board should first convene as the Land Development Regulation Commission (LDRC) and find the proposed amendments consistent with the Alachua County Comprehensive Plan. The Board should then reconvene as the BoCC and adopt Ordinance 2025 – XX approving the requested ULDC amendments.

Prior Board Motions:

NA

Fiscal Note:

There will be no budgetary impacts from the requested amendments

Strategic Guide:

All Other Mandatory and Discretionary Services

Background:

Staff has developed additional considerations for the BoCC to consider in addition to the general criteria found in the ULDC for approval of special exception applications. These criteria focus on certain types of projects and provide additional approval criteria for the BoCC to consider in approving a special exception application.



Alachua County – Growth Management Staff Report

An Amendment to the Special Exception Criteria in the ULDC

Staff Contact: Gerald Brewington

Staff Phone Number: 352-374-5249 ext. 2220

Requested Action

Staff is requesting that the proposed amendments to the Unified Land Development Code (ULDC) be adopted with a public hearing before the Board acting as the LDRC (Land Development Regulation Committee) to make a finding of consistency with the ULDC and Plan. The Board should then reconvene as the BoCC to adopt the proposed changes to the ULDC.

Background

The Unified Land Development Code (ULDC) provides criteria for approval of special exceptions (Section 402.113). These broad-based criteria are used for approval of any special exception and include factors such as consistency with the Plan, impacts to public health, safety and welfare as well as potential site-specific impacts such as noise, odor, glare, ingress and egress, buffers, utilities and parking. In addition, there are specific approval criteria for certain types of special exceptions found in the ULDC such as farmworker housing, kennels and recreational camps.

The Board has requested that staff investigate whether additional approval criteria can be developed to aid the Board during the special exception approval process. These approval criteria should assist the Board in considering certain types of special exception applications beyond the general standards found in ULDC Section 402.113.

Analysis

Staff analyzed the various types and numbers of special exception applications. While there are more than 43 different special exception requests that can be made, the actual number of applications heard by the Board is very small (usually 1-2 annually) and centered around 2-3 types (outdoor recreation, lawn services and public utilities). Staff is therefore proposing to develop broad criteria around a number of 'types' found in the ULDC rather than focusing on lengthy criteria for specific uses that may rarely or never be heard by the Board.

The resulting ULDC language that has been added to the general criteria already found in Section 402.113 will hopefully aid the Board in the special exception approval process. These broad categories include types such as agriculture, transportation and entertainment and recreation. The specific language can be found below and are located in Section 402.113 of the ULDC for ease of reference.

Proposed Text Amendments

Sec. 402.113. Criteria for approval.

The BOCC shall, as part of a decision to approve an application for special exception, make a finding that an application complies with both the general criteria and the review factors listed below.

- (a) The proposed use is consistent with the Comprehensive Plan and ULDC;
- (b) The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;
- (c) The proposed use shall not adversely affect the health, safety, and welfare of the public; and
- (d) Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:
 - (1) Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;
 - (2) Off-street parking and loading areas where required, with particular attention to Item (1) above;
 - (3) The noise, glare, or odor effects of the special exception on surrounding properties;
 - (4) Refuse and service areas, with particular reference to location, screening, and Items (1) and (2);
 - (5) Utilities, with reference to location and availability;
 - (6) Enhanced nutrient-reducing onsite sewage treatment and disposal system (ENR-OSTDS) if sewer connection is not available;
 - (7) Screening and buffering with reference to type, dimensions and character with particular emphasis on screening and buffering between residential and non-residential uses;
 - (8) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;
 - (9) Required yards and other greenspace;

- (10) General compatibility with surrounding properties;
- (11) Environmental justice issues related to the location of the facility within the county;
- (12) Impacts to both publicly and privately maintained road facilities and
- (13) Any special requirements set forth in this ULDC for the particular use involved.
- (e) For special exception applications not incorporating specific review criteria provided elsewhere in this Code, the Board shall make a finding using the general review criteria above and the additional considerations for those uses below by project type found in the Chapter 404 Article II Use Table when considering approval.
 - (1) For Agricultural uses including but not limited to Agricultural Services, Livestock Market, Slaughter Plant and Rural Medical Clinics, the Board shall consider consistency with surrounding agricultural and residential properties with emphasis on impacts to agricultural operations in the area;
 - (2) For Transportation uses including but not limited to Bus Stations, Airports and Private Landing Strips, the Board shall consider the service area of the proposed transportation facility if serving the public; transportation infrastructure needed to serve the proposed public facility including parking; noise impacts to outlying residential areas from facility operations and impacts to existing telecommunications facilities.
 - (3) For Entertainment and Recreation uses including but not limited to Entertainment and Recreation, Amusement Park and Zoos, the Board shall consider limits on the potential hours of operation and impacts from outdoor lighting and noise resulting from the intended use (for example an outdoor track or arena);
 - (4) For Retail uses including but not limited to Cocktail Lounges or Flea Markets, the Board shall consider limits on the potential hours of operation and impacts from outdoor lighting, especially in regard to parking areas.
 - (5) For Personal Services uses including but not limited to Gyms or Dance Studios, the Board shall consider limits on the potential hours of operation and impacts from outdoor lighting, especially in regard to parking areas.
 - (6) For Industrial uses including but not limited to Heavy Machinery Sales and Repair, Asphalt Plant, Waste Services and Storage of Hazardous Waste, the Board shall consider proximity to transportation facilities to serve the proposed use and potential long-term impacts related to closure of the facility.
 - (7) For all proposed special exceptions outside the urban cluster area for which water and sewer are not available, the Board shall consider enhanced nutrient-reducing onsite sewage treatment and disposal systems and provisions for water efficiency.

Staff Recommendation

Staff recommends that the BoCC convene as the Land Development Regulation Committee (LDRC) and find the proposed ULDC amendments consistent with both the Alachua County Code and Comprehensive Plan. The BoCC should then reconvene as the Board and adopt the proposed ULDC amendments.

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

ORDINANCE 2025-

(Unified Land Development Code Amendment)

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY FLORIDA AMENDING THE ALACHUA COUNTY CODE OF ORDINANCES, TITLE 40, RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE UNINCORPORATED AREA OF ALACHUA COUNTY, FLORIDA; INCLUDING AMENDMENTS RELATED TO CHAPTER 402.113: CRITERIA FOR APPROVAL OF SPECIAL EXCEPTIONS; PROVIDING FOR MODIFICATIONS; A REPEALING CLAUSE; SEVERABILITY; INCLUSION IN THE CODE AND CORRECTION OF SCRIVENER'S ERRORS; LIBERAL CONSTRUCTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Alachua County, Florida, is authorized, empowered, and directed to adopt land development regulations to implement the Comprehensive Plan and to guide and regulate the growth and development of the County in accordance with the Local Government Comprehensive Planning and Land Development Regulation Act (Section 163.3161 et seq.,) Florida Statutes; and

WHEREAS, the Board of County Commissioners of Alachua County adopted its 2019-2040 Comprehensive Plan, which became effective on December 13, 2019; and

WHEREAS, the Board of County Commissioners of Alachua County adopted its Unified Land Development Code, which became effective on January 30, 2006; and

WHEREAS, the Board of County Commissioners of Alachua County, Florida, wishes to make amendments to the Alachua County Code of Ordinances Part III, Unified Land Development Code, relating to development of land in Alachua County; and

WHEREAS, the Board of County Commissioners, acting as the Land Development

Regulation Commission, has determined that the land development regulations that are the subject of this ordinance are consistent with the Alachua County Comprehensive Plan; and,

WHEREAS, a duly noticed public hearing was conducted on such proposed amendment on March 25, 2025 by the Board of County Commissioners, with one hearing being held after 11:30 a.m.; and,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA:

Section 1. Legislative Findings of Fact. The Board of County Commissioners of Alachua County, Florida, finds and declares that all the statements set forth in the preamble of this ordinance are true and correct.

Section 2. Unified Land Development Code. The Unified Land Development Code of the Alachua County Code of Ordinances Part III is hereby amended as shown in Exhibit A and attached hereto.

Section 3. Modification. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

Section 4. Repealing Clause. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 5. Inclusion in the Code, Scrivener's Error. It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that, at such time as the Development Regulations of Alachua County are codified, the provisions of this ordinance shall become and be made part of the Unified Land Development Code of Alachua County, Florida; that the sections of this ordinance may be renumbered or re-lettered to accomplish such

intention, and the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors that do not affect the intent of the ordinance may be authorized by the County Manager or designee, without public hearing, by filing a corrected or re-codified copy of the same with the Clerk of the Circuit Court.

Section 6. Ordinance to be Liberally Construed. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

Section 7. Severability. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 8. Effective Date. A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners and shall take effect upon filing with the Department of State.

DULY ADOPTED in regular session, this 25th day of MARCH, A.D., 2025.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By:_____

Charles S. Chesnut IV, Chair

ATTEST:

J.K. “Jess” Irby, Esq. Clerk

APPROVED AS TO FORM:

Alachua County Attorney

(SEAL)

DEPARTMENT APPROVAL AS TO CORRECTNESS

Department of Growth Management
Authorized Designee

EXHIBIT A
Unified Land Development Code Revision Language
CODE: Words ~~stricken~~ are deletions; words underlined are additions

CHAPTER 404. USE REGULATIONS

Sec. 402.113. Criteria for approval.

The BOCC shall, as part of a decision to approve an application for special exception, make a finding that an application complies with both the general criteria and the review factors listed below.

- (a) The proposed use is consistent with the Comprehensive Plan and ULDC;
- (b) The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;
- (c) The proposed use shall not adversely affect the health, safety, and welfare of the public; and
- (d) Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:
 - (1) Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;
 - (2) Off-street parking and loading areas where required, with particular attention to Item (1) above;
 - (3) The noise, glare, or odor effects of the special exception on surrounding properties;
 - (4) Refuse and service areas, with particular reference to location, screening, and Items (1) and (2);
 - (5) Utilities, with reference to location and availability;
 - (6) Enhanced nutrient-reducing onsite sewage treatment and disposal system (ENR-OSTDS) if sewer connection is not available;
 - (7) Screening and buffering with reference to type, dimensions and character with particular emphasis on screening and buffering between residential and non-residential uses;
 - (8) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;
 - (9) Required yards and other greenspace;
 - (10) General compatibility with surrounding properties;
 - (11) Environmental justice issues related to the location of the facility within the county;
 - (12) Impacts to both publicly and privately maintained road facilities and
 - (13) Any special requirements set forth in this ULDC for the particular use involved.
- (e) For special exception applications not incorporating specific review criteria provided elsewhere in this Code, the Board shall make a finding using the general review criteria above and the

additional considerations for those uses below by project type found in the Chapter 404 Article II Use Table when considering approval.

- (1) For Agricultural uses including but not limited to Agricultural Services, Livestock Market, Slaughter Plant and Rural Medical Clinics, the Board shall consider consistency with surrounding agricultural and residential properties with emphasis on impacts to agricultural operations in the area;
- (2) For Transportation uses including but not limited to Bus Stations, Airports and Private Landing Strips, the Board shall consider the service area of the proposed transportation facility if serving the public; transportation infrastructure needed to serve the proposed public facility including parking; noise impacts to outlying residential areas from facility operations and impacts to existing telecommunications facilities.
- (3) For Entertainment and Recreation uses including but not limited to Entertainment and Recreation, Amusement Park and Zoos, the Board shall consider limits on the potential hours of operation and impacts from outdoor lighting and noise resulting from the intended use (for example an outdoor track or arena);
- (4) For Retail uses including but not limited to Cocktail Lounges or Flea Markets, the Board shall consider limits on the potential hours of operation and impacts from outdoor lighting, especially in regard to parking areas.
- (5) For Personal Services uses including but not limited to Gyms or Dance Studios, the Board shall consider limits on the potential hours of operation and impacts from outdoor lighting, especially in regard to parking areas,
- (6) For Industrial uses including but not limited to Heavy Machinery Sales and Repair, Asphalt Plant, Waste Services and Storage of Hazardous Waste, the Board shall consider proximity to transportation facilities to serve the proposed use and potential long-term impacts related to closure of the facility.
- (7) For all proposed special exceptions outside the urban cluster area for which water and sewer are not available, the Board shall consider enhanced nutrient-reducing onsite sewage treatment and disposal systems and provisions for water efficiency.



A Request to Amend the ULDC Regarding Criteria for Special Exceptions

Gerald Brewington, Senior Planner

Background

The Unified Land Development Code (ULDC) provides criteria for approval of special exceptions (Section 402.113). These broad-based criteria are used for approval of any special exception and include factors such as consistency with the Plan, impacts to public health, safety and welfare as well as potential site-specific impacts such as noise, odor, glare, ingress and egress, buffers, utilities and parking. In addition, there are specific approval criteria for certain types of special exceptions found in the ULDC such as farmworker housing, kennels and recreational camps.

Background

The Board has requested that staff investigate whether additional approval criteria can be developed to aid the Board during the special exception approval process. These approval criteria should assist the Board in considering certain types of special exception applications beyond the general standards found in ULDC Section 402.113.

Staff Analysis and Proposal

Staff analyzed the various types and numbers of special exception applications. While there are more than 43 different special exception requests that can be made, the actual number of applications heard by the Board is very small (usually 1-2 annually) and centered around 2-3 types (outdoor recreation, lawn services and public utilities). Staff is therefore proposing to develop broad criteria around a number of 'types' found in the ULDC rather than focusing on lengthy criteria for specific uses that may rarely or never be heard by the Board.

Staff Analysis and Proposal

The resulting ULDC language that has been added to the general criteria already found in Section 402.113 will hopefully aid the Board in the special exception approval process. These broad categories include agriculture, transportation and entertainment and recreation. The specific language can be found in the staff report accompanying this item and is also located in Section 402.113.

Staff Recommendation

Staff recommends that the BoCC convene as the Land Development Regulation Committee (LDRC) and find the proposed ULDC amendments consistent with both the Alachua County Code and Comprehensive Plan. The BoCC should then reconvene as the Board and adopt the proposed ULDC amendments.

From: [Brandie Mckinney](#)
To: [Ken McMurry](#); [Ken Cornell](#); [Mary Alford](#); [Marihelen Wheeler](#); [Anna Prizzia](#); [Charles S. Chestnut IV](#); [Gerald L. Brewington](#)
Subject: Regarding changes to the ULDC
Date: Saturday, February 15, 2025 10:20:10 PM


CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

First, I'd like to thank all of you for the work you put into making Alachua County run as smoothly as possible. I appreciate your efforts.

I want to point out that I did not see Cost to the County and Taxpayers as a consideration when determining Special Exception Criteria. I'd like to know why that is not a consideration when making decisions about Special Exceptions?

Thank you in advance for your response.

Brandie Mckinney

	<h1 style="text-align: center;"><u>Business Impact Estimate</u></h1>
<p style="text-align: center;">Proposed Ordinance Title</p>	<p style="text-align: center;"><u>Z25-000002: A Request for Amendments to Section 402.113 of the Alachua County Unified Land Development Code</u></p>

This Business Impact Estimate is provided in accordance with section 125.66(3), Florida Statutes. If one or more boxes are checked below, this means Alachua County is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance and no additional information is provided on the following page. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation
- ☐ The proposed ordinance relates to the issuance or refinancing of debt
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government
- ☐ The proposed ordinance is an emergency ordinance
- ☐ The ordinance relates to procurement

The proposed ordinance is enacted to implement the following:

- a. Development orders and development permits as authorized by the Florida Local Government Development Agreement Act in ss. 163.3220-163.3243;
- b. Comprehensive Plan Amendments or land development regulation amendments initiated by an application by a private party other than the County.
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 125.66(3)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The ordinance provides additional criteria for the Board of County Commissioners to consider when hearing special exception applications as found in Section 402.113 of the Alachua County Unified Land Development Code (ULDC). The proposed criteria provide further elements for the Board to consider when considering impacts of special exception applications on the general health, safety and welfare of the citizens of Alachua County.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in Alachua County , if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the County's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no new fees resulting from the proposed ordinance and no additional costs will be incurred as a result of approval of this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):



Agenda Item Summary

File #: 25-00199

Agenda Date: 3/25/2025

Agenda Item Name:

Adoption Hearing For County-Initiated Amendments To The Unified Land Development Code (ULDC) For Public Road Access, Zoning Setback Affidavit, Survey Monuments, Parking.

Presenter:

Angeline Jacobs, AICP Planner II, Growth Management Department

Description:

Public hearing with the Board of County Commissioners (BoCC) for adoption of proposed amendments to the ULDC. Proposed amendments would update Paved and Unpaved Public Road Access in Family Homestead Subdivisions and Rural Agricultural Subdivisions less than 9 lots; create an Affidavit Process for Zoning District Setbacks; clarify when certain Survey Monuments are required; and clarify minimum and maximum Parking.

Recommended Action:

1. Convene as the Land Development Regulation Commission and find the ULDC amendments consistent with the Alachua County Comprehensive Plan.
2. Reconvene as the Board of County Commissioners and approve the ordinance and authorize the Chair's signature on the ordinance.

Prior Board Motions:

Approved request to advertise on Tuesday, February 25, 2025 agenda item 25-00134; Note: Sec. 407.02 Permitted building area (including carports) will be presented for further discussion and consideration for adoption in future meetings.

Fiscal Note:

Costs related to the amendment to be included in Municode are covered in the FY25 budget in account 008.65.6500.554.49.04 (other charges) There is no fiscal costs associated with advertisement as this item will be published on the County's "Public Notices" page.

Strategic Guide:

All Other Mandatory and Discretionary Services.

Background:

Paved and Unpaved Public Road Access in Family Homestead Subdivisions and Rural Agricultural Subdivisions less than 9 lots: Staff propose that the Family Homestead Subdivisions and Rural Ag Subdivisions with no more than 9 lots allow access to either paved or unpaved public roadways if the applicant can meet all the other requirements of the ULDC. This is to address a code update error for these types of subdivisions that were previously allowed to access paved or unpaved

public roadways. Additional updates include Fire Rescue clearance widths, Public Works sufficient right-of-way and matching Comprehensive Plan language for parent parcels.

Affidavit Process for Zoning District Setbacks: Residents have raised concerns about the lengthy process and costs involved in replating to correct existing encroachments or for new accessory structures that would be permitted under current zoning district setbacks. Staff propose an affidavit review process to streamline and reduce both time and costs for landowners.

Survey Monuments Requested by the Alachua County Surveyor, proposing specific timing to set certain monuments.

Parking: Staff propose removing the minimum and maximum parking in ULDC Chapter 407 and reclassifying as needed for clarity. Additionally, the parking schedule is proposed to be updated to remove redundancy or comply with State Statute requirements. A more comprehensive review of the parking requirements is expected during the Comprehensive Plan Evaluation and Appraisal Review in the future.



Unified Land Development Code

Adoption Hearing

Angeline Jacobs, AICP Planner II
Growth Management Department

Unified Land Development Code

Topics:

- Access to Paved or Unpaved Publicly Maintained Roadways
- Setbacks
 - Setback Affidavit Process
 - Definitions
- Survey Monuments
- Parking Minimums

Access to Paved or Unpaved Public Roadways

Staff propose that the Family Homestead Subdivisions and Rural Ag Subdivisions with less than 9 lots allow access to either paved or unpaved publicly maintained roads if the applicant can meet all the other requirements of the ULDC.



Paved or Unpaved Public Road Access

Including: Fire Rescue Horizontal Clearance & Public Works Right-of-Way

407.75 Family Homestead Subdivisions

(c) A private easement road internal to the subdivision may be utilized where such internal subdivision road must provides a direct connection to a paved or unpaved County maintained public road with sufficient a minimum of 40 feet of right-of-way to meet County standards. ~~and~~ The internal road shall be subject to the following standards:

(c)(2) b. Minimum ~~20~~ 18-foot horizontal and 14-foot vertical clearance unless a waiver is approved consistent with the Florida Fire Prevention Code Chapter 18.

407.76. Subdivisions with no more than nine lots in the rural agricultural area.

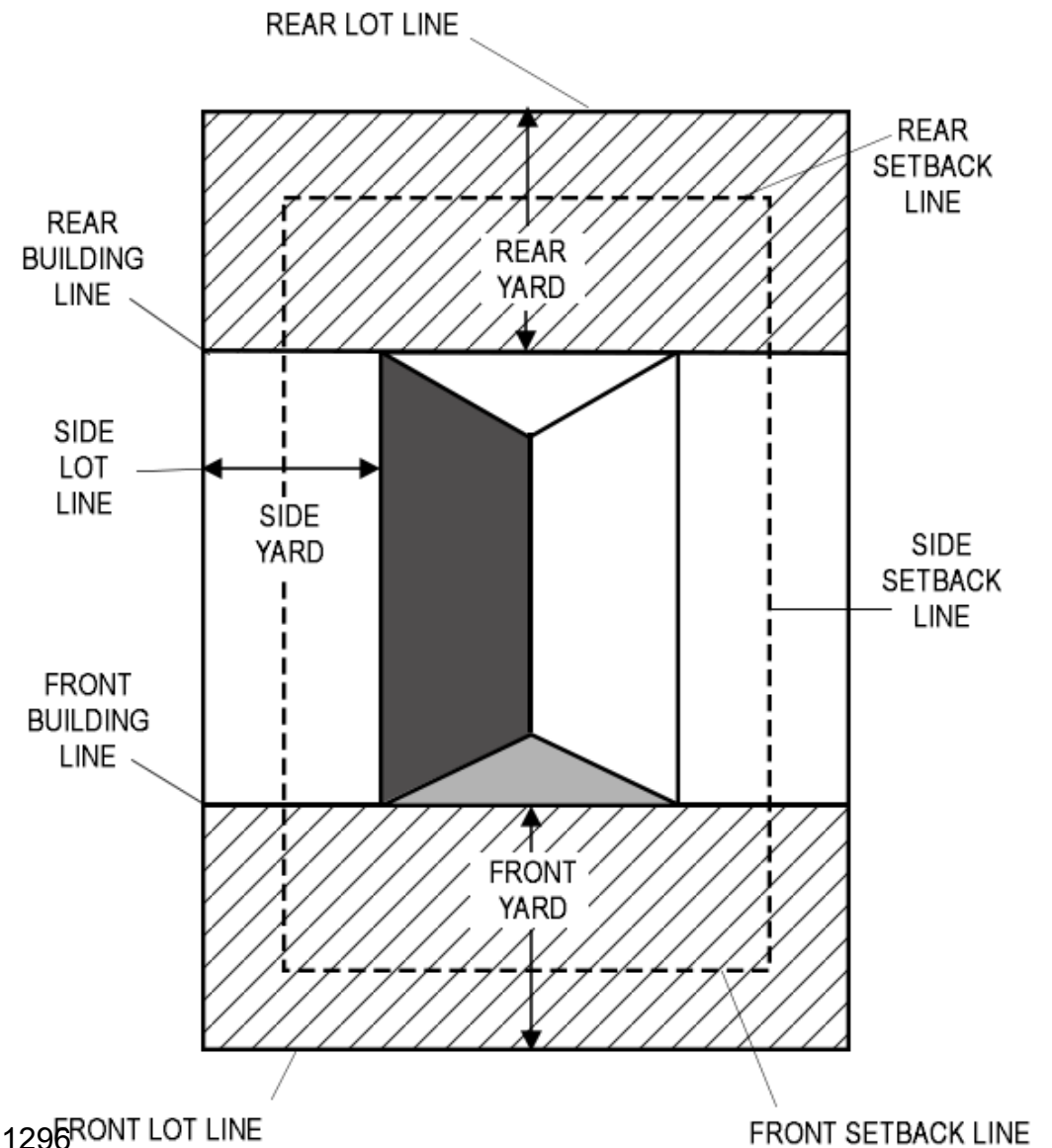
(c)(2) The private easement road must provide a direct connection to a paved or unpaved County maintained public road with sufficient a minimum of 40 feet of right-of-way to meet County standards. The internal private road may be paved or unpaved, but must meet the minimum requirements in Subsection (g) below.

407.141 Minimum design and construction standards for streets and drainage systems.

(7) ... The internal road must have a minimum 20-foot horizontal and 14-foot vertical clearance unless a waiver is approved consistent with the Florida Fire Prevention Code Chapter 18. Private internal roads shall be in an easement or common area not less than forty (40) feet in width. Drainage for private internal roads shall be designed to meet the requirements of this ULDC.

Setbacks

- Setback Affidavit Process
- Definitions



Setback Affidavit Process

Residents have made inquiries to address the lengthy process associated with replating in circumstances that correct existing encroachments or for a new structure, that based upon current zoning setbacks, would be allowed.

Staff is proposing an administrative process to streamline and reduce time and costs to the landowner.



New Section

402.56.5 Changes to the setbacks of platted lots.

The owner of a lot in an existing platted subdivision may amend the setback shown on the original plat to the zoning district setbacks in Chapter 403 **through an administrative process** permitted by Sec.401.20 of this ULDC subject to the following:

- (a) The **amended setback shall not be less than the zoning setback standards** outlined in Chapter 403, unless a variance is approved by the DRC as provided in Chapter 402, Article 26.
- (b) The change shall **not affect existing natural resources** setbacks.
- (c) **Any easements or buffers** on the original plat **must be avoided** unless a re-plat is approved by the BoCC.
- (d) The change shall be documented by the **recording the affidavit, signed and stamped by the department, in the Office of the Clerk of the Court** in such a manner that it appears in the chain of title of the affected parcel of land. The affidavit shall be in a form established by the department.
- (e) The affidavit is **required to be recorded with the Clerk of the Court within one year of approval** or prior to the permitting any new structures to be effective. Recording of an affidavit without prior approval from the department will not be recognized as the legal setback for the lot.

Definitions

Garage: A detached residential accessory structure or a portion of the principal building used as a work or hobby space, for recreation or leisure activities, or for the storage of motor vehicles and personal property belonging to the occupants of the principal building. ~~A carport shall be considered as a private garage.~~

Parent parcel tract: A lot of record that existed on October 2, 1991, the date of the Alachua County Comprehensive Plan adoption, or a parcel of land fronting on a public road and divided by an easement road approved by variance to Road Ordinance 18 prior to May 7, 1992.

Setback: The required minimum distance between the lot line and the exterior vertical wall of a building or structure. ~~Unless otherwise provided for within the ULDC, setbacks shall be measured from the property line to the exterior vertical wall of a building or structure as opposed to the foundation.~~

Yard, front: The yard extending across the full width of the lot, extending from the front lot line to the front building line ~~as established by the zoning district designation.~~

Yard, rear: The yard extending across the full width of the lot, extending between the rear lot line and the rear building line ~~as established by the zoning district designation.~~

Yard, side: The yard extending between a side lot line and the side building line ~~as established by the zoning district designation.~~

Survey Monument

Alachua County Surveyor request to codify the timing of setting monuments.

Considerations

Sec. 407.85 Monuments.

Any subdivision boundary that is within a one-half-mile radius of any horizontal geodetic control monument established by the Alachua County Control Densification Survey, National Geodetic Survey Horizontal or Vertical Control Network bearing confirmed coordinate values related to the 1983 and the 1990 North American Datum Adjustment, shall conform to the following requirements:

(h) Monuments at lot corners that do not require a Permanent Reference Monument (PRM) or Permanent Control Points (PCP) must be set prior to approval of the Final Plat.

Parking

Simplify Chapter 407 Article II Parking Loading and Stacking

- Removing Minimum and Maximum
- Reduce Redundancy
- Reflect Florida Statute

Considerations

Sec. 407.13 Applicability.

Every use of a building or land hereafter established shall provide ~~the minimum~~ parking and loading spaces as required by this Article in addition to the Florida Accessibility Code and the Fair Housing Act. ~~Changes in use, changes in intensity of use, and building expansions shall comply with all applicable requirements.~~ Re-striping or re-paving of ~~such~~ spaces shall comply with Florida Accessibility Code and The Fair Housing Act...

Sec. 407.14 Parking Schedule.

In all districts, the ~~required~~ number of parking spaces shall be provided in accordance with Table 407.14.1. The ~~required~~ number of spaces may be exceeded or reduced by up to ten (10) percent. Applicants proposing greater than ten (10) percent variation must comply with Section 407.18.

Sec. 407.18 Parking ~~reduction or~~ increases.

Applicants for development plan review may ~~vary from~~ exceed the off-street parking schedule in Table 407.14.1 by greater than ten (10) percent by providing sufficient documentation that demonstrates reduced or increased parking demand. ~~Examples include the provision of on-street parking, trip generation during peak conditions, shared parking, turnover rates, employment numbers, staggered work shifts, alternate sources of transportation, mass transit ridership or employee showers, lockers, and changing areas may justify a reduction in off-street parking.~~ Applicants seeking an increase in parking shall provide a parking study consistent with Subsection 407.14(~~cb~~). In all cases, the applicant shall provide sufficient documentation to the appropriate reviewing body to clearly establish that ~~minimum and maximum~~ parking needs shall be accommodated...

Parking Table

Use	Required Number of Spaces
Nursing home	1 per 2 beds
Community residential homes	1 per 3 persons of licensed capacity, plus one per employee
Place of assembly/Civic organizations	1 per 5 seats of maximum seating capacity in the principal area of assembly
Place of worship	1 per 5 seats of maximum seating capacity in the principal area of assembly
Fire station	1 per person on duty on the largest shift

FL Statute 419.001(8)
Required to match
noncommercial or
residential family unit
standards.

Redundant or Preempted

Use	Number of Spaces
Assisted living facility/ <u>Nursing Home</u>	1 per 2 persons of licensed capacity
Auditorium/ <u>Place of assembly/Civic Organization/Place of worship</u>	1 per 5 seats of maximum seating capacity in the principal area of assembly
Retail Sales and Service, not otherwise specified	See 407.14(a) below <u>Spaces per 1,000 square feet</u>
<u>Up to 20,000 sf</u>	<u>5</u>
<u>20,000 to 200,000 sf</u>	<u>4.5</u>
<u>Over 200,000 sf</u>	<u>4</u>

Aligning Redundancy

Outreach

Online public notice for all ULDC amendments.

Staff Recommendation

- 1. Convene as the Land Development Regulation Commission and find the ULDC amendments consistent with the Alachua County Comprehensive Plan.**
- 2. Reconvene as the Board of County Commissioners and approve the ordinance and authorize the Chair's signature on the ordinance.**



Business Impact Estimate

Proposed Ordinance Title:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY FLORIDA AMENDING THE ALACHUA COUNTY CODE OF ORDINANCES, TITLE 40, RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE UNINCORPORATED AREA OF ALACHUA COUNTY, FLORIDA; INCLUDING AMENDMENTS TO CHAPTER 401 DEVELOPMENT REVIEW BODIES; CHAPTER 402 DEVELOPMENT APPLICATION REVIEW PROCEDURES CONTENTS; CHAPTER 403 ZONING DISTRICTS; CHAPTER 404 USE REGULATIONS; CHAPTER 407 GENERAL DEVELOPMENT STANDARDS; CHAPTER 408 NONCONFORMITIES; AND CHAPTER 410 DEFINITIONS; PROVIDING FOR MODIFICATIONS; A REPEALING CLAUSE; SEVERABILITY; INCLUSION IN THE CODE AND CORRECTION OF SCRIVENER'S ERRORS; LIBERAL CONSTRUCTION; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 125.66(3), Florida Statutes. If one or more boxes are checked below, this means Alachua County is of the opinion that a business impact estimate is not required by state law¹ for the proposed ordinance and no additional information is provided on the following pages. This Business Impact Estimate may be revised following its initial posting. Choose applicable exemption box(s) if the proposed ordinance:

- ☐ is required for compliance with Federal or State law or regulation.
- ☐ relates to the issuance or refinancing of debt.
- ☐ relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government.
- ☐ is an emergency ordinance.
- ☐ relates to procurement.
- ☐ is enacted to implement any of the following:
 - a. Development orders and development permits as authorized by the Florida Local Government Development Agreement Act in ss. 163.3220 - 163.3243.
 - b. Comprehensive Plan Amendments or land development regulation amendments initiated by an application by a private party other than the County.
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code;
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 125.66(3)(c), Florida Statutes.

1. Provide a summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Proposed Amendment to comply with Florida Statutes found in Chapter 177 with regards to the Timing of Setting Survey Monuments.

Proposed amendments serving the Public Health, Safety and Welfare of the County include:

1. The amendments to the Paved/Unpaved Public Access in Family Homestead Subdivisions and Rural Agricultural Subdivisions less than 9 lots implements Comprehensive Plan Future Land Use (FLU) Element Policy 6.2.6.1. and Transportation Mobility Policy 1.3.2.
2. The amendments to the Setback Affidavit Process for Zoning District Setbacks implements the General Strategy 3 of the FLU Element by promoting the spatial organization of neighborhoods, districts, and corridors through urban design codes, incorporating graphics that serve as predictable guides for community development.
3. The amendments to the Parking standards implements the Transportation Mobility Element Policy 1.3.1 to provide adequate and safe on-site circulation... and parking facilities.

2. Provide an estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in Alachua County, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the County's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

1. (a) No direct compliance costs for businesses; (b) No new charges or fees; (c) any such subdivision will require a development review approval and the fees are predetermined by the fee schedule.

2. (a) No direct compliance costs for businesses (b) No new charges or fees; (c) The Setback Affidavit process has a prescreening review and permitting fees predetermined by the fee schedule. If a property owner requests a Setback Affidavit process those applications will be reviewed for compliance and reduce the landowners costs and time.

3. (a) No direct compliance costs for businesses (b) No new charges or fees; (c) The changes proposed in parking requirements are aligning the requirements and complying with state statute.

3. Provide a good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

1. No business will be impacted.
2. No business will be impacted.
3. No business will be impacted.

4. Any additional information the governing body deems useful:

Alachua County Staff notified and solicited for comments from residents regarding the proposed ordinance by posting on the Alachua County public notice website and during the request to advertise.

Proof of Publication

ALACHUA COUNTY
STATE OF FLORIDA
COUNTY OF ALACHUA

PREPARED BY LEGAL NOTICE COORDINATOR:

Before the undersigned authority personally appeared Ethan Long, who on oath says that he is the OMB Data Analyst Coordinator of Alachua County, Florida; that the attached copy of advertisement: **Public Hearing - Z25-000005 Adoption hearing for Unified Land Development Code (ULDC) amendments**, for March 25th, 2025 was published on the publicly accessible website, <https://alachuacounty.us/Pages/AlachuaCounty.aspx>, of Alachua County, Florida on 3/11/25.

Affiant further says that the website complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature Ethan Long / Data Analyst Coordinator

Date March 11th, 2025

☒ Business Impact Estimate published with the advertisement and attached.

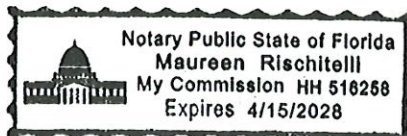
THIS SECTION AND BELOW PREPARED BY NOTARY

Sworn and Subscribed before me this 11th day of March 2025, by Ethan Long who is personally known to me X or who has produced as identification.

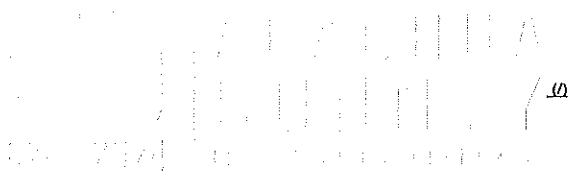
Maureen Rischitelli

Signature of Notary Public

Notary Public Seal



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Public Hearing - Z25-000005 Adoption hearing for Unified Land Development Code (ULDC) amendments

Tue Mar 25th 11:30am

[Public-Hearings](#) [Growth-Management](#) [Unified-Land-Development-Code](#)

Jack Durrance, Room 209, 12 SE 1st St, Gainesville, FL 32601, USA [map](#) [directions](#)

Published March 11th, 2025

NOTICE OF PUBLIC HEARING

Amendment to the Alachua County Unified Land Development Code

The Alachua County Board of County Commissioners will hold an adoption hearing on Tuesday, March 25, 2025, at 11:30 am, or as soon thereafter as may be heard. The public hearing will be held in the John R. "Jack" Durrance Auditorium, Room 209, 12 SE 1st Street, Gainesville, Florida to consider an ordinance amending the Unified Land Development Code titled:

Z25-000005 Adoption hearing for Unified Land Development Code (ULDC) amendments related to paved/unpaved public road access, affidavit process for zoning district setbacks, survey monument setting, and certain parking requirements.

THE ALACHUA COUNTY CODE OF ORDINANCES, TITLE 40, RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE UNINCORPORATED AREA OF ALACHUA COUNTY, FLORIDA; INCLUDING AMENDMENTS TO CHAPTER 401 DEVELOPMENT REVIEW BODIES; CHAPTER 402 DEVELOPMENT APPLICATION REVIEW PROCEDURES CONTENTS; CHAPTER 403 ZONING DISTRICTS; CHAPTER 404 USE REGULATIONS; CHAPTER 407 GENERAL DEVELOPMENT STANDARDS; CHAPTER 408 NONCONFORMITIES; AND CHAPTER 410 DEFINITIONS; PROVIDING FOR MODIFICATIONS; A REPEALING CLAUSE; SEVERABILITY; INCLUSION IN THE CODE AND CORRECTION OF SCRIVENER'S ERRORS; LIBERAL CONSTRUCTION; AND PROVIDING AN EFFECTIVE DATE.

General Information: A draft of the above item(s) will be available on Friday of the week preceding the meeting by emailing planning@alachuacounty.us. A copy of the proposed ordinance can also be inspected by the public at 10 SW 2nd Avenue, 3rd floor, Growth Management Gainesville FL 32601. For further information call (352) 374-5249.

All interested persons may attend and provide public comment with respect to the proposed ordinance. The public is encouraged to submit any written comments or photographic documents prior to the public hearing to planning@alachuacounty.us or <https://growth-management.alachuacounty.us/PublicComment>

In addition to any other comments, interested persons are invited to submit comments on whether the proposal will have a significant impact on the cost of housing.

If accommodation for persons with disabilities is needed, please contact the Alachua County Equal Opportunity Office at 352-374-5275, at least 2 business days prior to the event. TTY users please call 711 (Florida Relay Service). Printed materials are available in alternate format upon request.

All persons are advised that, if they decide to appeal any decision made at this public hearing or meeting, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

If Required Business Impact Attached

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📷 Background image: Lake Alice provided by: PhotoTale Studio, Portrait, Family and Landscape Photographer in Gainesville, FL



Business Impact Estimate

Proposed Ordinance Title:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY FLORIDA AMENDING THE ALACHUA COUNTY CODE OF ORDINANCES, TITLE 40, RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE UNINCORPORATED AREA OF ALACHUA COUNTY, FLORIDA; INCLUDING AMENDMENTS TO CHAPTER 401 DEVELOPMENT REVIEW BODIES; CHAPTER 402 DEVELOPMENT APPLICATION REVIEW PROCEDURES CONTENTS; CHAPTER 403 ZONING DISTRICTS; CHAPTER 404 USE REGULATIONS; CHAPTER 407 GENERAL DEVELOPMENT STANDARDS; CHAPTER 408 NONCONFORMITIES; AND CHAPTER 410 DEFINITIONS; PROVIDING FOR MODIFICATIONS; A REPEALING CLAUSE; SEVERABILITY; INCLUSION IN THE CODE AND CORRECTION OF SCRIVENER'S ERRORS; LIBERAL CONSTRUCTION; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 125.66(3), Florida Statutes. If one or more boxes are checked below, this means Alachua County is of the opinion that a business impact estimate is not required by state law¹ for the proposed ordinance and no additional information is provided on the following pages. This Business Impact Estimate may be revised following its initial posting. Choose applicable exemption box(s) if the proposed ordinance:

- ☐ is required for compliance with Federal or State law or regulation.
- ☐ relates to the issuance or refinancing of debt.
- ☐ relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government.
- ☐ is an emergency ordinance.
- ☐ relates to procurement.
- ☐ is enacted to implement any of the following:
 - a. Development orders and development permits as authorized by the Florida Local Government Development Agreement Act in ss. 163.3220 - 163.3243.
 - b. Comprehensive Plan Amendments or land development regulation amendments initiated by an application by a private party other than the County.
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code;
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 125.66(3)(c), Florida Statutes.

1. Provide a summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Proposed Amendment to comply with Florida Statutes found in Chapter 177 with regards to the Timing of Setting Survey Monuments.

Proposed amendments serving the Public Health, Safety and Welfare of the County include:

1. The amendments to the Paved/Unpaved Public Access in Family Homestead Subdivisions and Rural Agricultural Subdivisions less than 9 lots implements Comprehensive Plan Future Land Use (FLU) Element Policy 6.2.6.1. and Transportation Mobility Policy 1.3.2.
2. The amendments to the Setback Affidavit Process for Zoning District Setbacks implements the General Strategy 3 of the FLU Element by promoting the spatial organization of neighborhoods, districts, and corridors through urban design codes, incorporating graphics that serve as predictable guides for community development.
3. The amendments to the Parking standards implements the Transportation Mobility Element Policy 1.3.1 to provide adequate and safe on-site circulation... and parking facilities.

2. Provide an estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in Alachua County, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the County's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

1. (a) No direct compliance costs for businesses; (b) No new charges or fees; (c) any such subdivision will require a development review approval and the fees are predetermined by the fee schedule.

2. (a) No direct compliance costs for businesses (b) No new charges or fees; (c) The Setback Affidavit process has a prescreening review and permitting fees predetermined by the fee schedule. If a property owner requests a Setback Affidavit process those applications will be reviewed for compliance and reduce the landowners costs and time.

3. (a) No direct compliance costs for businesses (b) No new charges or fees; (c) The changes proposed in parking requirements are aligning the requirements and complying with state statute.

3. Provide a good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

1. No business will be impacted.
2. No business will be impacted.
3. No business will be impacted.

4. Any additional information the governing body deems useful:

Alachua County Staff notified and solicited for comments from residents regarding the proposed ordinance by posting on the Alachua County public notice website and during the request to advertise.



ALACHUA COUNTY GROWTH MANAGEMENT DEVELOPMENT SERVICES STAFF REPORT

UNIFIED LAND DEVELOPMENT CODE TEXT AMENDMENT

SUBJECT: A County-initiated request to amend the Unified Land Development Code (ULDC).

APPLICATION NUMBER: Z25-000005

CHRONOLOGY:

Request to Advertise	02/25/2025
BoCC Adoption Hearing	03/25/2025

STAFF RECOMMENDATION:

Convene as the Land Development Regulation Commission and find the ULDC amendments consistent with the Alachua County Comprehensive Plan.

Reconvene as the Board of County Commissioners and approve the ordinance and authorize the Chair's signature on the ordinance.

SUMMARY OF PROPOSED AMENDMENT

The proposed amendments would update Public Road Access in Family Homestead Subdivisions and Rural Agricultural Subdivisions with less than 9 lots; Create and Affidavit Process for Zoning District Setbacks; Clarify when certain Survey Monuments are required; and clarify Minimum and Maximum Parking.

STAFF ANALYSIS OF THE PROPOSED TEXT AMENDMENTS

Comprehensive Plan Consistency

Staff find the proposed amendments to be internally consistent with the Alachua County Comprehensive Plan as a whole, and with the following policies, as applicable:

Future Land Use Element

General Strategy 3

Promote the spatial organization of neighborhoods, districts, and corridors through urban design codes, incorporating graphics that serve as predictable guides for community development...

Rural Residential Subdivisions

Policy 6.2.6 *No subdivision may be created without paved public road access and all subdivisions created must have internal paved roads that meet county standards, except as provided under Policy 6.2.6.1 below.*

Policy 6.2.6.1 *Subdivisions of no more than nine lots may be created from any parent parcel existing as of October 2, 1991, with access to a private easement road internal to the subdivision if such internal subdivision road provides a direct connection to a public road with sufficient right of way to meet county standards. Such internal subdivision roads must meet county standards for minimum width, stabilization requirements, public safety, emergency vehicle access, and maintenance. A parent parcel, existing as of October 2, 1991, shall not be divided into more than nine lots without having paved roads throughout the subdivision.*

Transportation Mobility Element

Objective 1.3 *To coordinate land use decisions and access locations and configurations in order to maintain and improve the efficiency and safety of the transportation system.*

Policy 1.3.1

Proposed development shall be reviewed during the Development Review process for the provision of adequate and safe on-site circulation, including pedestrian and bicycle facilities, public transit facilities, access modifications, loading facilities, and parking facilities. In addition to Comprehensive Plan policies, such review shall include FDOT access management standards. Design criteria, standards, and requirements to implement this policy shall be included in the update of the land development regulations.

Policy 1.3.2 *Access to roadways shall be controlled in order to maximize the efficiency of the transportation network. The FDOT Access Management Classification System and Standards shall be incorporated and utilized for reviewing plans submitted to the DRC for review and approval. All development orders shall meet at a minimum the FDOT requirements.*

Access to Public Roads in Family Homestead Subdivisions and Rural Agricultural Subdivisions with no more than 9 lots in the rural agricultural area.

Analysis: Staff propose a correction to the Family Homestead Subdivisions and Rural Ag Subdivisions with no more than 9 lots to allow access to either paved or unpaved public roadways if the applicant can meet all the other requirements of the ULDC. Additional updates

include fire safety clearance widths, matching Comprehensive Plan language as Parent Parcel rather than Parent Tract.

Affidavit Process for Zoning District Setback

Analysis: Citizens have raised concerns about the lengthy process and costs associated with replating to correct existing encroachments or for new structures that would be permitted under current zoning district setbacks. Staff propose an administrative affidavit process to streamline the process and reduce both time and costs for landowners. Additional updates to clarify yard and setback.

Survey Monuments

Analysis: Florida Statute does not clearly state timing for when in the process to set the monuments should occur. Requested by the County Surveyor for inclusion in the ULDC to establish the timing for setting monuments.

Parking Minimum and Maximum

Analysis: In nearly all cases where parking is referenced in the Comprehensive Plan Future Land Use (FLU) for criteria and performance requirements in the Unified Land Development Code (ULDC), there is inadequate guidance on minimum or maximum parking. Staff propose replacing the language “minimum” and “maximum” parking requirements from Chapter 407 of the ULDC as “required” for clarity. Additionally, the parking schedule will be updated to eliminate redundancy and align with current Florida Statute requirements. A more thorough review of parking requirements is expected during the upcoming Evaluation and Appraisal Review.

FISCAL IMPACT ANALYSIS

Impact on the initial cost of housing and the long-term cost of homeownership.

These proposed amendments will not cause an increase to the initial cost of housing and there would be no impact on the long-term cost of home ownership.

Impact on the County and County Taxpayers.

There are no costs to the County or to County taxpayers resulting from these amendments.

STAFF RECOMMENDATION

Staff recommend that the BoCC Convene as the Land Development Regulation Commission and find the ULDC amendments consistent with the Alachua County Comprehensive Plan.

Reconvene as the BoCC and approve the ordinance and authorize the Chair’s signature.

Staff propose amending the ULDC text, words ~~stricken~~ are deletions; words underlined are additions, as follows:

Sec. 401.20. Development review departments powers and duties.

The Department of Growth Management, the Environmental Protection Department and the Department of Public Works shall exercise the powers and duties listed below:

- (a) Review and report. County staff shall review and prepare reports and recommendations to the following decision making bodies based on the review and recommendations of the Growth Management Department, the Environmental Protection Department, the Department of Public Works, as well as input from other departments and agencies:
 - (1) DRC — Regarding the following development applications:
 - a. Any application listed in Subsection 401.17(a);
 - b. Plats, including final plats, plat vacations, and re-plats.
 - (2) BOCC (and Planning Commission where applicable) - Applications as listed in Section 401.02.
- (b) Decisions of the growth management department. The Director of the Growth Management Department, in conjunction with any of the other appropriate development review departments, shall coordinate the review and make a decision to approve, approve with conditions or deny any of the following applications:
 - (1) Interpretation of this ULDC;
 - (2) Vested rights certification;
 - (3) Interpretation of district boundaries, where there is any dispute as to the location of the boundary of a zoning district in relation to particular property;
 - (4) Building permit;
 - (5) Building permits for docks of six hundred (600) square feet or under meeting the standards in Chapter 404, Section 404.108;
 - (6) Certificate of occupancy;
 - (7) Home-based businesses;
 - (8) Family homestead exceptions and transfers;
 - (9) Temporary uses that do not involve overnight camping or any event with an anticipated attendance of less than two thousand (2,000) people;
 - (10) Sign permit;
 - (11) Temporary placement permit;
 - (12) Tree removal permit;
 - (13) Certain personal wireless service facilities meeting the administrative development approval criteria in Article XII of Chapter 404 of this ULDC;
 - (14) Administrative development plan review of any modifications to an existing developed site resulting in an addition of less than one thousand five hundred (1,500) square feet of impervious area provided this provision may only be used once per site and the proposed expansion does not create off-site impacts;
 - (15) Change of use to a permitted or limited use, except where DRC approval is required in Chapter 404;
 - (16) Waivers to the setback requirements from major road centerlines, section lines, and half section lines in Section 407.03 for structures on existing legal lots of record; and
 - (17) Tier I tower replacements meeting the standards of Subsection 404.54(a)5.
 - (18) Amendment to the zoning district setback of a platted lot by Affidavit in ULDC Sec. 402.56.5.
- (c) Decisions of the environmental protection department. The director of the environmental protection department, in conjunction with any of the other appropriate development review departments, shall coordinate the review and make a decision to approve, approve with conditions or deny any of the following applications:

- (1) Minimal impact activities in and adjacent to conservation or preservation areas;
 - (2) Minimal impact activities in and adjacent to regulated natural and historic resources;
 - (3) Removal of indigenous vegetation in special area studies;
 - (4) Hazardous facilities;
 - (5) Well registration and well abandonment;
 - (6) Murphree Wellfield hazardous waste licenses; and
 - (7) Dewatering activities discharging to wetlands, conservation or preservation areas;
 - (8) Preservation buffer reductions per Subsection 405.33(b)(4)c.
- (d) Decisions of the Department of Public Works. The Director of the Public Works Department, in conjunction with any of the other appropriate development review departments, shall coordinate the review and make a decision to approve, approve with conditions or deny any of the following:
- (1) Floodplain development permit for single-family residence or mobile or manufactured home on a legal lot of record;
 - (2) Floodplain development permit for boat docks six hundred (600) square feet or under meeting the standards of Chapter 404, Section 404.108;
 - (3) Minor modifications to stormwater management facilities and right-of-way infrastructure associated with development previously approved by the DRC;
 - (4) As an exemption to the requirements found in Chapter 404, Article 24 Mining, Excavation and Filling Operations, and for the purposes of creating an agricultural type pond, excavation of more than two hundred (200) cubic yards of material that do not impact regulated resource areas or involve areas within the limits of the flood hazard area;
 - (5) Right-of-way use and utility permit for allowable uses of public rights-of-way;
 - (6) Driveway permits;
 - (7) Construction permits;
 - (8) Temporary construction stockpiles and temporary construction storage, leasing and sales offices that are not shown on an approved development plan;
 - (9) Dewatering activities with proposed offsite discharge; and
 - (10) Exceptions from the public road frontage requirement in Subsection 407.73(f)1 for the first split of a parent parcel or a family homestead exception where the private easement road meets minimum width, stabilization and maintenance requirements for the purpose of providing emergency service delivery, and the applicant provides proof of access to a County maintained public road.

CHAPTER 402 DEVELOPMENT APPLICATION REVIEW PROCEDURES CONTENTS

ARTICLE XII PLATTING

Sec. 402.56. Platting required.

- (a) Platting is required for development of detached and attached single-family lots. Individual platted lots may not be divided further except as follows:
 - (1) Where such divisions are expressly provided for on an approved plat; or
 - (2) Upon approval of a plat vacation by the BOCC or where a re-plat is approved per Subsection (b) below for all or a portion of an existing plat and subject to approval of a new development plan and/or plat for the vacated area.
- (b) *Re-plats*. A re-plat is required for the modification or reconfiguration of previously recorded platted lots ~~and their associated setbacks, buffers and easements~~, except as provided in Subsection 407.73(f)3 ~~of this ULDC~~.

- (c) A re-plat is not required to combine or reconfigure two (2) or more platted lots ~~under common ownership~~, subject to the requirements of 407.73(g) and the following requirements:
 - (1) ~~Where two (2) or more platted lots are combined, the~~ The revised exterior property lines shall be used in determining the setbacks rather than the original platted lot lines.
 - (2) Any easements or buffers on the approved plat must be avoided unless a re-plat is approved.
 - (3) The highest finished floor elevation of the original lots shall be maintained, if applicable.

Sec. 402.56.5 Changes to the setbacks of platted lots.

The owner of a lot in an existing platted subdivision may amend the setback shown on the original plat to the zoning district setbacks in Chapter 403 through an administrative process permitted by Sec.401.20 of this ULDC subject to the following:

- (a) The amended setback shall not be less than the zoning setback standards outlined in Chapter 403, unless a variance is approved by the DRC as provided in Chapter 402, Article 26.
- (b) The change shall not affect existing natural resources setbacks.
- (c) Any easements or buffers on the original plat must be avoided unless a re-plat is approved by the BoCC.
- (d) The change shall be documented by the recording of the affidavit, signed and stamped by the department, in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land. The affidavit shall be in a form established by the department.
- (e) The affidavit is required to be recorded with the Clerk of the Court within one year of approval or prior to permitting any new structures to be effective. Recording of an affidavit without prior approval from the department will not be recognized as the legal setback for the lot.

ARTICLE XXIII FAMILY HOMESTEAD EXCEPTIONS

Sec. 402.142. Application requirements.

- (a) *Application.* An application for a family homestead exception approval shall be submitted in accordance with Article III, Preliminary Procedures for all Applications, of this Chapter.
- (b) *Documentation.* Documentation shall be provided, as listed below:
 - (1) *Legal lot of record.* Documentation that the parcel for which a family homestead exception is requested is being created from a legal lot of record as defined in this ULDC. In addition, the legal lot of record shall not be a platted lot or a lot previously created as part of a subdivision with unpaved roads in the rural agricultural area or created by variance through the Board of Adjustment or BOCC, unless the variance was approved prior to October 2, 1991.
 - (2) *Location.* Documentation that the parcel for which a family homestead exception is requested is designated on the Comprehensive Plan's Future Land Use Map as rural/agriculture.
 - (3) *Immediate family member.*
 - a. Each application for family homestead exception shall be accompanied by personal identification and proof of relationship, to establish the required immediate family member status, of both the property owner and the immediate family member. The personal identification shall consist of original documents or notarized copies from public records. Such documents may include birth certificates, adoption records, marriage certificates, and other public records.
 - b. To qualify as an immediate family member, an individual who will use the property as a homestead must be one (1) of the following: a grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild of the property owner.
 - (4) *Ownership.* Proof of ownership verifying that:

- a. The subject property, a portion of which is proposed for use as a homestead by an immediate family member, has been in fee simple ownership, by an immediate family member, for a minimum of five (5) years.
 - b. The intended owner of the land (under a contract, will or other documented conveyance or estate) is an immediate family member of the person from whom the parcel is conveyed, devised, or transferred; and the person from whom the parcel is conveyed, devised, or transferred has owned the property for a minimum of five (5) years.
- (5) *Affidavit of homestead exception use.* As part of the application for a family homestead exception, the immediate family member shall provide an affidavit stating that the family homestead lot is being created for use solely as a homestead by the immediate family member, that the family member shall occupy the residence for at least five (5) years from the date a certificate of occupancy is issued for the residence, and acknowledging that the homestead shall not be transferable within that five-year period unless a determination is made by the County that the criteria found in Subsection 402.143(d) for permitting such a transfer have been met.
- (c) *Jurisdiction for family homestead exception applications.*
 - (1) *The Director.* The Director has the authority to approve, approve with conditions, or deny an application to create one or more family homestead exception lots from a parent parcel in accordance with the provisions of this Article provided all of the following requirements are met:
 - a. All lots have frontage on an existing publicly maintained road, provide joint driveway access to the public road, or have obtained an exception from the Public Works Department allowing the lots to provide access to a private easement road with direct connection to a public road in accordance with Subsection 401.20(d)(10);
 - b. All parcels are consistent with all other requirements of this ULDC;
 - c. All parcels have buildable area outside the limits of any conservation areas including wetland and/or flood-prone areas and do not require access through these conservation areas.
- (d) *Development standards.*
 - (1) *Minimum property size.* The parent ~~tract or~~ parcel from which a family homestead exception lot is being requested must be a minimum of two (2) acres.
 - (2) *Minimum family homestead exception lot size.* The lot for which a family homestead exception is requested shall ~~be a minimum of one acre and shall comply with the minimum lot area and dimensional requirements standards for the Agriculture zoning district in Chapter 403 or as provided in Chapter 408 for legally nonconforming Agricultural lots of record. listed in Table 402.142.1 below.~~ be a minimum of one acre and shall comply with the minimum lot area and dimensional requirements standards for the Agriculture zoning district in Chapter 403 or as provided in Chapter 408 for legally nonconforming Agricultural lots of record. listed in Table 402.142.1 below.

Table 402.142.1 Minimum Lot and Setback Requirements	
STANDARD	MINIMUM DIMENSIONS
Principal Building:	
Minimum Lot Area	1 Acre (43,560 square feet)
Minimum Lot Width at front building line ¹	110 feet
Minimum Lot Width at property line ²	125 feet
Minimum Lot Depth	125 feet
Minimum Yard Setback Dimensions:	
Front, minimum	25 feet
Rear, minimum	30 feet
Interior side, minimum	12.5 feet
Street side, minimum	25 feet
Maximum height	35 feet
Accessory Building:	
Front, minimum	25 feet
Rear lot line setback, minimum	7.5 feet
Side lot line setback, interior, minimum (ft.)	12.5 feet
Side lot line setback, street, minimum (ft.)	25 feet
Note and additional standards: ¹ The minimum lot width shall not apply when the lot fronts on a curved street or the curved portion of a cul de sac street, provided that all other lot and setback requirements are met. ² <u>Lots</u> fronting on public roads classified as collector or higher are required to have common access driveways approved by the Alachua County Public Works Department and have a minimum spacing of no less than 250 feet.	

- (3) *Compliance with other requirements.* The residual parcel and all parcels for which a family homestead exception is requested shall comply with these and all other applicable Comprehensive Plan policies and federal, state, regional, and County regulations.
- (4) *Compliance not a basis for other approvals.* Demonstration of compliance with all the requirements for a family homestead exception shall not itself constitute a basis for the granting of a variance from any other applicable County regulation or requirement.
- (5) *Limit on number of family homestead exceptions.* Only one (1) family homestead exception may be granted per immediate family member. Once a family homestead exception lot is created, that family homestead parcel from which the homestead exception lot was created shall not be further split or subdivided under the provisions of this Article.

CHAPTER 403 ZONING DISTRICTS
ARTICLE IV COMMERCIAL DISTRICTS

Table 403.12.1 STANDARDS FOR COMMERCIAL DISTRICTS						
Standards	ZONING DISTRICTS					
	AP	BP	BR, BR-1	BH	BA, BA-1	MB
Lot Dimensions						
Min. Area (sq. ft)	5,000	5,000	5,000	5,000	5,000	5,000
Width at front building line, min (ft)	50	50	50	50	50	50
Depth, min. (ft)	100	100	100	100	100	100
Setbacks¹						
Front, min. (ft)	25	25	25	25	25	25
Rear, min. (ft)	10	10	5 ²	5 ²	5 ²	5 ²
Interior side, min. (ft)	5 ³	5 ³	5 ³	5 ³	5 ³	5 ³
Street side, min. (ft)	25	25	25	25	15	15
Building Standards						
Height, max (ft)	45	45	65	65	45	35
Building coverage, max (% of gross land area)	40%	40%	N/A	N/A	N/A	N/A
¹ Buildings located within an activity center may be designed with a front and street side building setback of five (5) feet. ² Where the rear property line yard abuts a residential or agriculture zoning district, a minimum rear setback of twenty-five (25) feet shall be required. ³ Six (6) inches of additional side setback yard shall be required for each foot of building height over thirty-five (35) feet when abutting single-family residential uses or zoning.						

ARTICLE V INDUSTRIAL DISTRICTS

Sec. 403.16. Additional requirements applicable to industrial zoning districts.

- (a) All industrial uses must have direct access to a paved roadway.
- (b) A high-density buffer, as defined in Table 407.43.2, shall be provided along the boundary between industrial and residential districts. Off-street parking, but not off-street loading, may be provided within the setback ~~yard~~ but not within the required buffer.
- (c) Mechanical equipment, lights, emissions, shipping/receiving areas, and other components of industrial use that are outside enclosed buildings, shall be located away from residential areas, schools, parks and other non-industrial areas.

- (d) No portion of any building or structure and no activity related to any use within the MS or MP district shall be located closer than thirty-five (35) feet to any MS or MP district boundary. This requirement may be reduced or waived by the DRC subject to the following review criteria:
 - (1) The lot is two (2) acres or less in size;
 - (2) The adjacent parcel(s) do not have a residential zoning or land use or an existing residential use on site at the time of application;
 - (3) The adjacent landowner(s) of properties not industrially zoned must provide written consent to the applicant for the reduction or waiver proposal.
- (e) Where property zoned MS or MP fronts a public street, no less than one-half (½) of the frontage shall contain landscaping consistent with a "Low" buffer as defined in Table 407.43.2, except as required for ingress and egress.
- (f) No side or rear setback yard is required where MS or MP property is adjacent to a railroad right-of-way on that frontage. Side and rear yards may be used for off-street parking or off-street loading subject to the general provisions above.
- (g) Buildings within the BW, ML, MS, and MP districts that front on streets or roads shall be required to meet the standards in Article X, Building Design, of Chapter 407.

CHAPTER 404 USE REGULATIONS

ARTICLE XXIII WASTE-RELATED SERVICES

Sec. 404.85. Junk, salvage, or recycled metal yard.

A junk, salvage, or recycled metal yard may be allowed by special exception in the MS and MP districts, subject to the following standards and the requirements of Article VIII of Chapter 406 for high aquifer recharge areas.

- (a) *Review and approval.* An application to establish a junk, salvage, or recycled metal yard shall include the following materials.
 - (1) *Environmental assessment.* The environmental assessment shall be prepared by a registered professional engineer, landscape architect, architect, or environmental professional with the appropriate qualifications and shall include the following information:
 - a. All applicable federal, state, and County standards for protection of water, air, and other natural resources; and
 - b. The manner in which the proposed facility complies with all requirements.
 - (2) *Plan of operation.* A proposed plan of operation for the facility shall include the following:
 - a. Days and hours of operation; and
 - b. Manner of disposal or sale of waste products or recycled materials.
 - (3) *Conditions of approval.* As part of considering an application for development approval, the BOCC may include conditions that address the following:
 - a. Containment structures and procedures to protect ground water resources;
 - b. Dust and emission control;
 - c. Fencing of processing, storage, and shipping areas as required by Subsection (e) below;
 - d. Height of stockpiles of processed and unprocessed materials;
 - e. Hours of operation;
 - f. Lighting;
 - g. Monitoring program for protection of air, natural, and water resources;
 - h. Litter control;

- i. Noise; and
 - j. Traffic impacts, including any truck traffic on local residential roads.
- (b) *Prohibited activities.*
 - (1) *Sale of vehicles.* The sale of operable vehicles is prohibited.
 - (2) *Processing of debris.* A yard or facility shall not process any woody or vegetative wastes or construction or demolition debris.
- (c) *Minimum lot area.* The minimum lot area shall be five (5) acres.
- (d) *Compliance with natural resources protection laws.* A yard shall comply with all applicable federal, state, and County regulations regarding protection of air, ground water, surface water, and other environmental and natural resources.
- (e) *Screening.* All junk, salvage, or recycled metal yards shall be screened from view of a public right-of-way on all sides by an opaque masonry wall a minimum of six (6) feet in height and with two (2) feet of ornamental superstructure. The required wall along a public right-of-way shall conform to the front setback ~~yard~~ requirement of the district in which it is located.
- (f) *Storage of materials.*
 - (1) Materials stored on-site shall be retained for a maximum of fifteen (15) days prior to processing.
 - (2) Processed materials shall be stored on site for a maximum of forty-five (45) days.
- (g) *Fire protection.* The facility shall adopt and maintain a fire prevention and suppression program, including all necessary equipment, that is acceptable to the Alachua County Fire Rescue Department.

Sec. 404.89.5. Materials recovery, recycling and composting.

Materials recovery, recycling, and composting facilities may be allowed by special exception in the MS and MP districts, subject to the following standards and the requirements of Chapters 403 and 460 of this ULDC.

- (a) *Submittal requirements.* An application to establish a materials recovery facility shall include the following materials.
 - (1) *Environmental assessment.* The environmental assessment shall be prepared by a registered professional engineer, landscape architect, architect, or environmental professional with the appropriate qualifications and shall include the following information:
 - a. All applicable federal, state, and County standards for protection of water, air, and other natural resources; and
 - b. The manner in which the proposed facility complies with all requirements.
 - (2) *Plan of operation.* A proposed plan of operation for the facility shall include the following:
 - a. Days and hours of operation; and
 - b. Manner of disposal or sale of waste products or recycled materials.
- (b) *Conditions of approval.* As part of considering an application for development approval, the BOCC may include conditions for the special exception that address the following:
 - (1) Containment structures and procedures to protect groundwater resources;
 - (2) Dust and emission control;
 - (3) Fencing of processing, storage, and shipping areas as required by Subsection (d) below;
 - (4) Height of stockpiles of processed and unprocessed materials;
 - (5) Hours of operation;
 - (6) Lighting;
 - (7) Monitoring program for protection of air, natural, and water resources;

- (8) Litter control;
- (9) Noise; and
- (10) Traffic impacts, including any truck traffic on local residential roads.
- (c) *Compliance with natural resources protection laws.* A materials recovery, recycling, or composting facility shall comply with all applicable federal, state, and Country regulations regarding protection of air, groundwater, surface water, and other environmental and natural resources.
- (d) *Screening.* All materials processed or waiting to be processed at the facility shall be screened from view of a public right-of-way on all sides by an opaque masonry wall a minimum of six (6) feet in height. The required wall along a public right-of-way shall conform to the front setback ~~yard~~ requirement of the district in which it is located.
- (e) *Storage of materials.*
 - (1) Materials stored on site shall be retained for a maximum of fifteen (15) days prior to processing.
 - (2) Processed materials shall be stored on site for a maximum of forty-five (45) days.
- (f) *Fire protection.* The facility shall adopt and maintain a fire prevention and suppression program, including all necessary equipment that is acceptable to the Alachua County Fire Rescue Department.

CHAPTER 407 GENERAL DEVELOPMENT STANDARDS

ARTICLE II PARKING, LOADING AND STACKING

Sec. 407.13. Applicability.

Every use of a building or land hereafter established shall provide ~~the minimum~~ parking and loading spaces as required by this Article in addition to the Florida Accessibility Code and the Fair Housing Act. ~~Changes in use, changes in intensity of use, and building expansions shall comply with all applicable requirements. Re-striping or re-paving of such spaces shall comply with Florida Accessibility Code and The Fair Housing Act. Except as noted, the requirements of this Article are minimums. Where nonconforming on-site parking has been found to be inadequate by causing a recurring hazard or nuisance off-site, the owner shall be responsible for increasing the number of parking spaces or decreasing the need for parking spaces by limiting the amount, kind, or intensity of use.~~

Sec. 407.14. Parking schedule.

In all districts, the ~~required~~ number of parking spaces shall be provided in accordance with Table 407.14.1. The ~~required~~ number of spaces may be exceeded or reduced by up to ten (10) percent. Applicants proposing greater than ten (10) percent variation must comply with Section 407.18.

Table 407.14.1 Parking Schedule	
Use	Required Number of Spaces
Residential Uses:	
Single-family, attached and detached	2 per dwelling unit
Multiple-family dwelling	1.5 per dwelling unit, plus 1 per 10 bedrooms
One-bedroom units	2 per dwelling unit, plus 1 per 10 bedrooms
<u>Two or more bedroom units</u>	
Rooming house, dormitory, fraternity or sorority	1 per 2 beds
Assisted living facility/ <u>Nursing Home</u>	1 per 2 persons of licensed capacity
Manufactured home park	2 per unit space
<u>Nursing home</u>	<u>1 per 2 beds</u>
Community residential homes	1 per 3 persons of licensed capacity, plus one per employee
Public and Civic Uses:	
<u>Auditorium/Place of assembly/Civic Organization/Place of worship</u>	1 per 5 seats of maximum seating capacity in the principal area of assembly
College or university/Vocational, business or technical school	1 per employee plus one space per 4 students of design capacity
Child Care Center, Adult Day Care	1 per 6 <u>persons</u> of licensed capacity
Elementary or middle school	10 plus 2 per classroom
<u>Fire station</u>	<u>1 per person on duty on the largest shift</u>
High school	1.5 spaces per employee plus one space per ten students of design capacity
Hospital	1 per bed
Library, museum, art gallery	1 per 400 sq. ft of gross floor area
Medical or dental office/Medical clinic	1 per 200 sq. ft GFA
Mortuary or funeral home	1 per 4 persons of licensed capacity, plus 1 per funeral vehicle, plus 1 per employee
<u>Place of assembly/Civic organizations</u>	<u>1 per 5 seats of maximum seating capacity in the principal area of assembly</u>
<u>Place of worship</u>	<u>1 per 5 seats of maximum seating capacity in the principal area of assembly</u>
Utilities	1 per employee
Commercial Uses:	
Arcade	1 per 500 sq. ft GFA
Banks and financial institutions	1 per 400 sq. ft GFA, plus required stacking spaces in accordance with Section 407.23
Barber or beauty shop	2 per operators' chair
Bar, cocktail lounge, tavern, and nightclub	14 per 1,000 sq. ft GFA
Bowling establishments	5 per lane
Offices, non-medical including governmental offices	1 per 250 sq. ft GFA
Car wash	1 per service <u>bay</u> , plus three stacking spaces

Convenience store or service station, with or without fuel sales	1 per fueling position, plus 2 per working bay, plus 1 per 200 sq. ft of sales area
Driving range	1 per tee plus one space per employee
Restaurant, maximum of 23 seats (stand-alone)	8 spaces, plus required stacking spaces in accordance with Section 407.23
Restaurant, minimum of 24 seats (stand-alone)	1 per 3 seats, plus required stacking spaces in accordance with Section 407.23
Golf course	60 spaces per 9 holes, plus 1 space per employee, plus 50% of the spaces otherwise required for any accessory uses (e.g. bars, restaurants, etc.)
Gym, spa or fitness center	10 plus 1 per 200 sq. ft GFA in excess of 1,000 sq. ft
Movie theaters	1 per 3 seats
Personal services, not otherwise specified (stand-alone)	1 per 400 sq. ft GFA
Retail Sales and Service, not otherwise specified	See 407.14(a) below Spaces per 1,000 sq. ft. GFA
Up to 20,000 sf	5
20,000 to 200,000 sf	4.5
Over 200,000 sf	4
RV Park/Campground	1 per RV or tent space
Hotel or Motel (as defined in Chapter 410)	1 per guest room
Entertainment and recreation, not otherwise specified	1 per 4 persons of maximum capacity
Self-service storage facilities	1 per employee
Vehicle sales and rental (including sales of boats and recreational vehicles)	1 per 2,000 sq. ft of display area whether indoors or outdoors, plus 1 per 500 sq. ft devoted to servicing vehicles
Vehicle repair	1 per 200 sq. ft GFA
Industrial Uses:	
Industrial Uses (other than Warehousing)	1 per 1,000 sq. ft, plus 1 per company vehicle operating from the premises, plus 1 per 250 sq. ft of accessory retail or wholesale use
Mining, excavation, and fill operations	1 per employee
Warehousing, Storage and Distribution	1 per 1,000 sq. ft GFA
Waste-related services	1 per employee

~~(a) Retail sales and service.~~ A retail sales and service establishment as defined in Chapter 410, and also including a group of retail sales, restaurants, personal services, and mixed non-residential uses shall comply with the parking requirements in Table 407.14.2.

Table 407.14.2 Parking Requirements for Retail Sales and Service		
	Spaces per 1,000 square feet	
Gross Floor Area (sq. ft.)	Minimum	Maximum
Up to 20,000 sf	5	5.5
20,000 to 200,000 sf	4.5	5
Over 200,000 sf	4	4.5

~~(a)~~ **Motorcycle parking.** One (1) motorcycle space shall be required per forty (40) vehicle spaces required by this Section. Motorcycle spaces are optional if less than forty (40) vehicle spaces

are required. Motorcycle stalls shall be clearly labeled as such.

(be) *Unlisted uses.* For uses not listed in Table 407.14.1, the number of required spaces shall be based on a study prepared by the ~~applicant property owner or operator~~ that addresses:

- (1) Type of use or uses and estimated total number of trips generated during peak conditions;
- (2) Estimated parking duration per vehicle trip (turnover rates); and
- (3) Estimated number of employees; ~~one (1) space to be provided for each two (2) employees based on the shift of maximum employment.~~

Sec. 407.18. - Parking ~~reductions or increases.~~

Applicants for development plan review may ~~vary from~~ exceed the off-street parking schedule in Table 407.14.1 by greater than ten (10) percent by providing sufficient documentation that demonstrates ~~reduced or increased parking demand. Examples include the provision of on-street parking, trip generation during peak conditions, shared parking, turnover rates, employment numbers, staggered work shifts, alternate sources of transportation, mass transit ridership or employee showers, lockers, and changing areas may justify a reduction in off-street parking.~~ Applicants seeking an increase in parking shall provide a parking study consistent with Subsection 407.14(eb). In all cases, the applicant shall provide sufficient documentation to the appropriate reviewing body to clearly establish that ~~minimum and maximum parking needs shall be accommodated. Where inadequate on-site parking causes a recurring traffic hazard or a nuisance off-site, the owner shall be responsible for increasing the number of parking spaces or decreasing the need for parking spaces.~~

Sec. 407.23. Off-street stacking requirements.

- (a) *Stacking requirements.* In addition to meeting the ~~minimum~~ off-street parking standards, drive-through facilities shall provide a minimum of five (5) stacking spaces for each drive-through lane. Such spaces shall be designed so as to not create conflicts between pedestrian or vehicular circulation on the site or on any abutting street.
- (b) *Circulation requirements.* A vehicle pass-by lane may be required to be constructed to provide for complete, unimpeded circulation throughout the site.

ARTICLE VIII SUBDIVISION REGULATIONS

Sec. 407.73. General provisions.

- (a) All subdivision applicants are required to file a plat in accordance with Article XII of Chapter 402 except as provided for below in Subsection (f) and in Section 407.75.
- (b) All subdivisions located within areas designated rural/agriculture on the Future Land Use Map 2040 and containing ten (10) or more lots shall be designed as a clustered rural residential subdivision consistent with Sections 407.77 and 407.78 of this Article.
- (c) For subdivisions located within areas designated rural/agriculture and not designed as a clustered rural residential subdivision as provided in Section 407.77, no more than one hundred fifty (150) lots smaller than eight (8) acres in size, shall be authorized in a calendar year.
- (d) No subdivision may be created without paved public road access and all subdivisions created must have internal paved roads that meet County standards, except as provided in Section 407.75, Section 407.76 and Section 407.154. Paved public road access does not include alternative surface treatments ~~utilized as a part of the Alachua County Unimproved Road Program.~~
- (e) No person may divide a lot of record, which does not meet the definition of parent parcel ~~tract~~ unless they comply with these subdivision regulations.

- (f) A parent ~~parcel tract~~ may be divided once without complying with these subdivision regulations provided all of the conditions below are met:
- (1) Both newly created lots shall have frontage along a local public road or two hundred fifty (250) feet of frontage on a public collector or arterial road except as provided for in this Section:
 - a. When the newly created lot will be located on a County-maintained collector or arterial road and have less than two hundred fifty (250) feet of frontage, a shared driveway shall be utilized for both newly created lots subject to approval by the Public Works Department.
 - b. Parcels separated from a public street by a utility right-of-way shall be considered to have frontage on the street.
 - c. If the parcel utilizes access to a privately-maintained road, the private road may be used in lieu of a driveway connection to the public road if that road meets minimum width, stabilization, and maintenance requirements as determined by the Public Works Department and the applicant provides proof of legal access.
 - (2) The new lots created meet all other relevant requirements of this ULDC.
 - (3) The lot split must be memorialized in a document recorded in the public record. For purposes of these regulations, lots created by a plat recorded in a deed book and/or government lots established prior to June 1, 1960 may be divided once provided they meet the public road frontage requirements and shall not be subject to the replat requirements or full compliance with this Article but must be memorialized in a document recorded in the public record.
 - (4) Any further division of a parent ~~parcel tract~~ shall be deemed a subdivision and shall comply with relevant regulations of this ULDC.
 - (5) A parent ~~parcel tract~~ that was created by means of a variance granted by the Board of Adjustment, or a variance granted by the Board of County Commissioners may not be split, unless the variance was approved prior to October 2, 1991 and the purpose of the split is for a family homestead exception in accordance with Article XXIII of Chapter 402 or the purpose of the split is for an immediate family member as defined in Article XXIII of Chapter 402 and shall be subject to the occupancy requirements of Subsection 402.142(b)(5).
- (g) Parent ~~parcels tracts~~ heretofore divided into parcels may be re-configured; provided, however, that the sale, exchange or reconfiguration of lots to or between adjoining property owners of the re-subdivided lots meet all of the following:
- (1) Does not create additional lots or the potential for additional lots per Subsection (f) above;
 - (2) Does not alter rights-of-way or other areas dedicated for public use;
 - (3) The reconfigured lots and any residual land meets the requirements of the Alachua County ULDC;
 - (4) The reconfiguration of any legally nonconforming lot does not increase the extent of the nonconformity; and
 - (5) Lots previously created by the recordation of a plat shall require a replat and compliance with this Article, except as provided in Subsection (f)(3).
- (h) Lots previously approved by variance may be reconfigured where the minimum lot size and dimensional standards of the zoning district can still be met, or if nonconforming, the reconfiguration shall not increase the extent of the nonconformity.
- (i) No building shall be erected on a lot or parcel of land within the area of the County subject to this Article, nor shall any building permit be issued, unless:
- (1) The street giving access to the lot or parcel on which such dwelling is proposed to be placed has been accepted and opened as a public street or has otherwise received the legal status of

- a public street, or such street is shown on a legally recorded subdivision plat, or an approved subdivision plan or unless a waiver has been obtained from the Director.
- (2) Such street has been improved to an extent which, under the circumstances of the particular situation is adequate to serve the needs of such dwelling and to protect the public under the provisions of this Article; provided that, if so authorized by subdivision regulations adopted under the provisions of this Article, a building permit may be issued for construction of a building concurrently with the installation of required street improvements, but no such permit shall express or imply any right of occupancy and use of such building. No such building shall be occupied or used until the installation of such street improvements has been completed to the satisfaction of the County Engineer.
 - (j) Fire suppression water supply. As needed for structural fire suppression rural water supplies shall be provided in all subdivisions that are not served by central water. These onsite water supply facilities shall be readily accessible by fire-fighting apparatus and meet the applicable standards for location, construction, installation, access, and fire department connections contained in NFPA 1, Uniform Fire Code, NFPA 1142, Standard for Water Supplies for Suburban and Rural Fire Fighting, and NFPA 22, Standard for Water Tanks for Private Fire Protection. Onsite water supplies shall be maintained by a responsible entity such as a home owners association or the development project owner/developer consistent with the requirements of NFPA 25, Standards for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems. Should the onsite water supply become unsuitable as to water quality or quantity as determined by Alachua County Fire Rescue or otherwise unserviceable for any reason the responsible entity shall repair or replace the onsite water supply in a timely manner.

Sec. 407.75. Family homestead subdivisions.

The DRC may approve a subdivision of up to six (6) lots including the residual in the rural/agriculture area, as defined by the Future Land Use Element of the Comprehensive Plan, for lots created for family members in accordance with Article XXIII of Chapter 402 or for lots being created for family members in which the density provisions of the land use designation are being met. For lots where the density provisions are being met, the standards of Article XXIII, Subsections 402.142(a) and (b) and Section 402.143 shall apply. Such subdivisions may be located on a paved or an unpaved road in the rural/agriculture area upon the following conditions:

- (a) Such subdivision shall not require platting, but shall be documented by the recording in the public record of a registered survey with the following information:
 - (1) Legal description of each lot with the name and relationship of each family member for whom the FHE certificate was issued or each family member that will be living on each lot.
 - (2) A declaration that the roadway is a private road which is neither dedicated to nor accepted by the County and that the maintenance of the road is not the responsibility of the County, regardless of use by public service vehicles, and that the applicant shall maintain the road in a manner to make it accessible for service delivery as determined by the Fire Rescue and Public Works Departments.
 - (3) Location of any natural or historic resources present on the site.
 - (4) A notation in the title block that the subdivision is a family homestead subdivision.
 - (5) A notation that the family homestead lots shall not be further split or subdivided.
 - (6) A notation that each family homestead exception lot is not transferable for a period of five (5) years from the date a certificate of occupancy is issued for the residence, except

to another individual meeting the definition of an immediate family member as provided in Subsection 402.142(b)(3) of Chapter 402 of this ULDC.

- (b) No further division of the lots shall be allowed under the provisions of this Section. Any further division would require full compliance with the provisions of this Article and all other provisions of this ULDC.
- (c) A private easement road internal to the subdivision may be utilized where such internal subdivision road ~~must provide~~ a direct connection to a paved or unpaved County maintained public road with sufficient a minimum of 40 feet of right-of-way to meet County standards. ~~and The internal road shall be~~ subject to the following standards:
 - (1) Those lots fronting on an existing public road shall be restricted to access to the internal road.
 - (2) The internal subdivision roads must meet the following standards for minimum width, stabilization requirements, and maintenance:
 - a. Sufficient stability of road surface for service delivery as determined by the Public Works Department.
 - b. Minimum ~~20~~ 18 foot horizontal and 14-foot vertical clearance unless a waiver is approved consistent with the Florida Fire Prevention Code Chapter 18.
 - (3) In cases where the minimum right of way of the County maintained public road is less than 40 feet, the applicant for a family homestead subdivision may be required to dedicate an amount of right-of-way that is roughly proportional to the impact of the development along the frontage of the property.
- (d) ~~A private easement road internal to the subdivision may connect to an paved or unpaved, public road.~~ The applicant for a family homestead subdivision may be required to dedicate an amount of right-of-way that is roughly proportional to the impact of the development along the frontage of the property.
- (e) Family homestead subdivisions shall not be subject to the requirements of Article IV, Landscaping, of Chapter 407.
- (f) Family homestead subdivisions shall be exempted from the requirements for stormwater management systems in Article IX, Stormwater Management, of Chapter 407, in accordance with Subsection 407.89(b), where clearing and drainage does not adversely impact adjacent properties by diverting runoff.
- (g) The registered survey shall be recorded within one (1) year of the DRC approval of the subdivision. The family homestead subdivision shall expire without further action by the DRC if the survey is not recorded within this timeframe.

Sec. 407.76. Subdivisions with no more than nine lots in the rural agricultural area.

Subdivisions, including clustered rural residential subdivisions meeting the requirements of Section 407.77 and 407.78 of this Article, with no more than nine lots in the rural/agricultural area as defined by the future land use element of the comprehensive plan may be approved provided they meet the following conditions:

- (a) Such subdivisions shall be platted and approved by the BOCC.
- (b) A parent parcel, existing as of October 2, 1991, shall not be divided into more than nine lots, including the residual, without having internal paved roads throughout the subdivision. Only one such subdivision shall be allowed per parent parcel.

- (c) An internal road shall be provided for the lots in the subdivision to access a paved or unpaved public roadway, except as provided in Subsection (d) below. The internal road shall be subject to the following standards:
- (1) Where an internal private easement road is proposed, it must meet the requirements County standards in accordance with of Subsection 407.141(b).
 - (2) The private easement road must provide a direct connection to a paved or unpaved County maintained public road with sufficient a minimum of 40 feet of right-of-way to ~~meet County standards~~. The internal private road may be paved or unpaved, but must meet the minimum requirements in Subsection (g) below.
 - (3) Lots fronting the internal private easement road shall not have direct access to public roadways.
 - (4) In cases where the minimum right of way of the County maintained public road is less than 40 feet the applicant for a subdivisions with no more than nine lots may be required to dedicate an amount of right-of-way that is roughly proportional to the impact of the development along the frontage of the property.
- (d) Two direct access connections to public road, including internal roads and individual or shared driveways, in accordance with Subsection (c) may be allowed subject to the standards of Article XIII of this Chapter and ~~Individual or shared driveways that provide direct access from any lots to a public roadway may be allowed subject to the following:~~
- (1) Such direct access is required to avoid impacts to conservation resources, tree canopy preservation areas, natural drainage features, agricultural lands, or other landscape features.
 - (2) Subdivisions of three lots or less that have frontage on a public roadway may provide direct connection to the roadway utilizing individual or shared driveways.
 - (3) ~~Total connections to public roadways, including internal roads in accordance with Subsection (c) and individual or shared driveways, shall be limited to two per subdivision and shall meet the standards of Article 13 of this Chapter.~~
- (e) Unpaved roads created prior to May 2, 2005 shall not be required to be paved with the development of the remainder of the parent parcel unless that road is used for access to the newly created lots.
- (f) The applicant shall provide and have recorded in the public records of the County a document, in such form as the BOCC may require, setting forth deed restrictions for the entire property for which the subdivision is approved. Such document shall include, at a minimum, the following:
- (1) No further subdivision of any lot shall be permitted without full compliance with all County regulations.
 - (2) A declaration that the deed restrictions shall be binding on all parties, their heirs, personal representatives, successors, grantees and assigns and shall run with the land.
 - (3) If an internal private easement road is proposed:
 - a. The road shall be set aside for common ownership and maintenance.
 - b. The maintenance and financial responsibility for the road shall be borne by the owners in the subdivision.
 - c. The roadway shall be accessible to and subject to all emergency, public service, utility and refuse vehicles and all other similar vehicles deemed necessary to pass and repass over such roadway and use the same to protect the safety and welfare of all

residents served by the roadway and such right to use the roadway shall not be subject to revocation.

- d. A declaration that the roadway is a private road which is neither dedicated to nor accepted by the County and that the maintenance of the road is not the responsibility of the County, regardless of use by public service vehicles.
- (g) A development plan consistent with Subsection 407.141(b) is required, including:
 - (1) Centerline survey of the easement road with curve data.
 - (2) A typical cross-section.
 - (3) Plan and profile cross-sections of the roadway, prepared by a professional engineer, registered in the State of Florida, for the roadway and drainage improvements.
 - (4) A stormwater management plan with accompanying calculations and supporting soils and topographical data. If the internal easement road is paved, stormwater requirements in Article ~~IX~~ 9 shall apply.
 - (5) Any entrance culvert, where appropriate, shall be reinforced concrete pipe with mitered ends.
 - (6) Any turnout shall have a minimum radius of 30 feet and be paved within the public right-of-way, if the public roadway is paved.

Sec. 407.78. Clustered rural residential subdivision design process for developed area.

In addition to the design process described in Section 407.74 and 407.77, the following steps shall be taken in the design of a clustered rural residential subdivision.

- (h) Density incentives for clustered rural residential subdivisions. Maximum density as provided in Table 407.78.1 above may be increased in accordance with Table 407.78.2 for a parent parcel ~~tract~~ established prior to October 2, 1991.

Sec. 407.85. Monuments.

Any subdivision boundary that is within a one-half-mile radius of any horizontal geodetic control monument established by the Alachua County Control Densification Survey, National Geodetic Survey Horizontal or Vertical Control Network bearing confirmed coordinate values related to the 1983 and the 1990 North American Datum Adjustment, shall conform to the following requirements:

- (a) Final plats shall identify all horizontal and vertical geodetic control monuments, meeting the above requirements within five hundred (500) feet of the plat boundary.
- (b) All plats shall have a minimum of three (3) permanent reference monuments per forty (40) acres of platted subdivision which shall have state plane coordinates established from the 1983 North American Datum Adjustment delineated on the plat and shall be within or upon the plat boundaries.
- (c) All plats shall have a minimum of two (2) benchmarks located and described within or upon the plat boundary and which shall be projected from North American Vertical Datum of 1988 or National Geodetic Vertical Datum of 1929 with a conversion note to North American Vertical Datum of 1988.
- (d) The basis of bearings for all plats shall be grid north as established from the State Plane Coordinate System or National Geodetic Survey Horizontal Control Network.
- (e) The method for establishing the State Plane Coordinates and bearing basis shall be by conducting a self-closing traverse(s) between two (2) Horizontal Geodetic Control monuments as referred to above. The traverse shall be performed to third order class 1 standards of accuracy as described in the most updated version of the Standards and Specifications for Geodetic Control Network (SSGCN) as set forth by the Federal Geodetic Control Committee. On large developments with

multiple units a major control traverse tied to two (2) Horizontal Geodetic Control monuments may be submitted with the first phase, with subsequent units being tied to this control traverse.

- (f) All geodetic monuments, including traverse stations set for the Alachua County Control Densification Survey, that fall within the limits of a development shall be shown on the development plan and construction plans. Any geodetic monument that is in danger of being disturbed or destroyed shall be referenced by a Florida registered land surveyor prior to the start of construction and reset by the surveyor after the construction is complete. If it is not practical to reset the geodetic monument in its original position, an offset monument may, with the County Surveyor's approval, be set. The referencing and resetting of any geodetic monument shall be in accordance with the specifications as set forth in Article 4.15d of the SSGCN; traverse stations shall require an accuracy of third order Class I and primary stations and their azimuth marks shall require second order Class I accuracy standards. The surveyor who resets the geodetic monument shall be responsible for the preparation and submittal of all documents necessary for the notification to the Florida Department of Environmental Protection, the County Surveyor, the Alachua County Property Appraiser's Office and any other appropriate governmental agency. This notification shall include, a signed and sealed affidavit with a complete description of the geodetic monument with all its accessories, an accurate how to reach description, date of last station recovery, name of the person recovering monumentation and the address of the recovery party. This work shall all be performed prior to the final inspection and acceptance of the development.
- (g) Should anyone disturb or destroy a geodetic monument, the person(s) responsible shall be fully responsible for the expense of having the monument reset by a Florida registered land surveyor. The County may, at the expense of the person responsible for disturbing the monument, have the County Surveyor reset the geodetic monument in accordance with the specifications set forth in Article 4.15d of the SSGCN.
- (h) Monuments at lot corners that do not require a Permanent Reference Monument (PRM) or Permanent Control Points (PCP) must be set prior to approval of the Final Plat.

ARTICLE XIII ACCESS MANAGEMENT AND STREET NETWORK STANDARDS

Sec. 407.141. Minimum design and construction standards for streets and drainage systems.

The purpose of this Section is to identify street design and construction standards required as a condition of final subdivision approval.

- (a) *Determination of street types.* Street types shall be determined on the basis of the number of vehicle trips per day generated by each type of land use contemplated for the development and on the Alachua County Corridor Design Manual. The number of vehicle trips generated shall be calculated based on the most recent Edition Trip Generation Manual published by the Institute of Transportation Engineers. A trip generation and distribution analysis shall be performed by a transportation professional in accordance with generally accepted engineering practices and shall require approval by the County Engineer. The average daily traffic volumes shall be shown at each approach of every street intersection within the development.
 - (1) The lane width of the proposed streets shall be based upon the projected average daily trips and the standards outlined in Table 407.141.1 and the Florida Greenbook.
 - (2) All streets, whether public or private shall be designed and constructed in accordance with the State of Florida Manual of Uniform Minimum Standards For Design, Construction and Maintenance For Streets and Highways, the "Construction and Inspection Standards of the Public Works Department", the Alachua County Corridor

Design Manual and these regulations. Typical street section drawings may be obtained from the County Engineer.

- (b) *Excluded facilities.* Access ways, alleys and driveways leading to on-site parking in common areas or to individual lots and private easement roads in rural residential subdivisions with no more than nine (9) lots may be excluded from the definition of a street, provided that the following occur:
- (1) Estimated average daily traffic does not exceed four hundred (400) trips at full development for multiple-family or one hundred twenty-five (125) trips for single-family detached lots.
 - (2) Appropriate provisions are made for the private maintenance of these areas.
 - (3) These areas serve only those lots adjacent to the common areas or easements.
 - (4) The maximum distance from the public street road to the most distant lot or parking space in the common area or easement as measured along the centerline of the access way or driveway is no greater than one thousand (1,000) feet.
 - (5) For private roads in rural residential subdivisions with no more than nine (9) lots, if the maximum distance from the public road to the most distant parking space in the common area or easement as measured along the centerline of an access way or driveway is greater than one thousand (1,000) feet, the Board will take action on a Preliminary Development Plan in compliance with Article X Development Plan Review. In addition to the requirements in Article X and Section 407.76 the Board may apply the conditions below, as applicable:
 - a. Deed restriction(s) that no further subdivision or clustering of any lot(s) shall be permitted.
 - b. Not further than five (5) road miles from a fire hydrant/station to the most distant lot or if beyond that distance provide a note on the plat stating: "DUE TO THE RURAL LOCATION OF THIS PARCEL AND DEPENDING ON THE STATE OF MAINTENANCE OF ACCESS WAYS, EMERGENCY RESPONSE TIMES MAY BE ADVERSELY AFFECTED, FIRE HYDRANTS ARE NOT AVAILABLE FOR FIRE SUPPRESSION".
 - c. Hard-surfaced material for access way or driveway longer than one thousand (1,000) feet to mitigate deterioration.
 - (6) Such access ways, alleys, driveways and associated parking areas shall meet the existing off-street parking requirements of Alachua County, as well as criteria established in this Article. The minimum width of pavement for this access shall be ten (10) feet for ADT less than two hundred (200) and sixteen (16) feet for ADT greater than two hundred (200).
 - (7) ~~For private~~ Private internal easement roads, either paved or unpaved, in rural residential subdivisions with no more than nine (9) lots, ~~the road~~ shall have a traveled width of eighteen (18) a minimum LBR of thirty-five (35), two-foot stabilized shoulders and a minimum depth of six (6) inches for the stabilized area. The internal road must have a minimum 20-foot horizontal and 14-foot vertical clearance unless a waiver is approved consistent with the Florida Fire Prevention Code Chapter 18. Private internal roads shall be in an easement or common area not less than forty (40) feet in width. Drainage for private internal roads shall be designed to meet the requirements of this ULDC.
- (c) *Minimum street design specifications.*
- (1) All streets shall be designed in accordance with the following minimum specifications, as depicted in Table 407.141.1. The Corridor Design manual provides graphical representations of street sections for illustrative purposes only, and in the event of conflict with the text contained in this ULDC, the text shall prevail. The numerous

graphics included herein are intended to give clear direction as to the intent of the street cross-section requirements. The graphic images are intended to supplement and clarify the written text. In the event a graphic image conflicts with written text, the written text shall prevail.

- (2) The street design specifications are typical, and thus may be modified to accommodate special circumstances. Such modifications shall be reviewed and subject to approval by the County Engineer.
- (3) Alternative street designs may be approved by the County Engineer where the design is found to be consistent with the intent of the zoning district and is found to further the design standards included herein.

CHAPTER 408 NONCONFORMITIES

ARTICLE IV NONCONFORMING LEGAL LOTS OF RECORD

Sec. 408.16. Nonconforming legal lots of record.

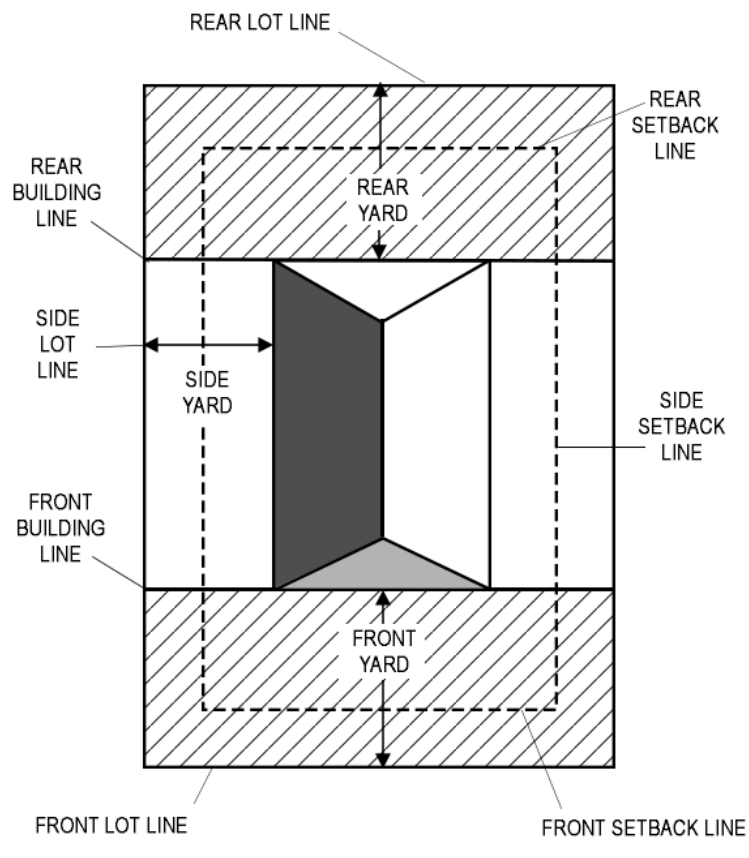
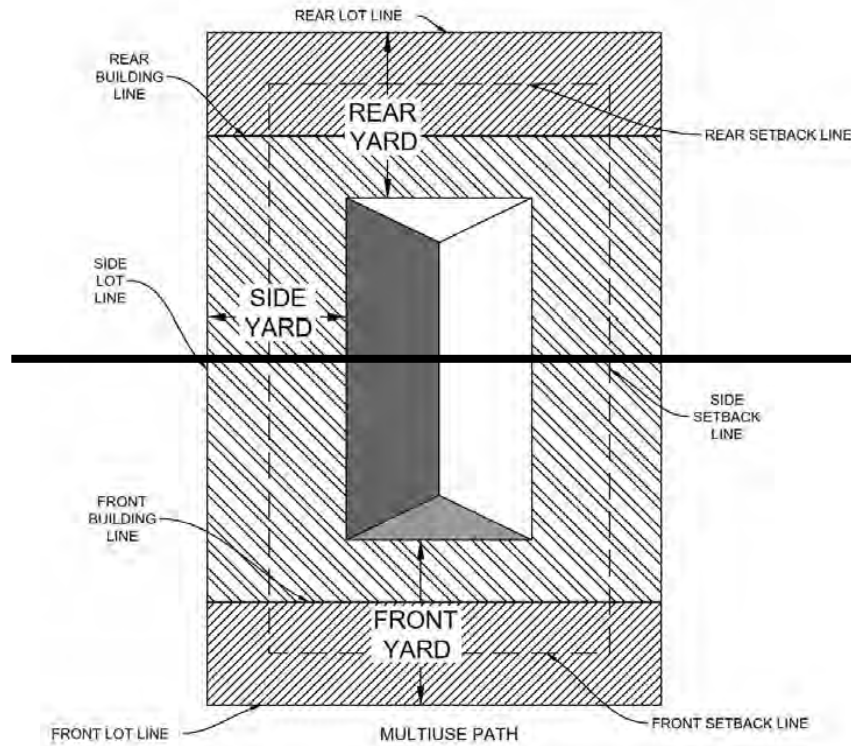
- (a) *Merger.* Where two (2) or more contiguous lots are under the same ownership as of October 2, 1991, the adoption date of the 1991 Comprehensive Plan, and one or more of those lots is nonconforming, such lot or lots shall be combined to form one or more building sites meeting the lot requirements of the zoning district or the Comprehensive Plan land use designation in which they are located as best possible, except in cases where such nonconforming legal lots of record are determined to be vested under the provisions of Chapter 402, Article XXVII, Vested Rights, of this ULDC. Legal lots of record created from a parent ~~parcel tract~~ as a lot split in accordance with Subsection 407.73(f) and prior to October 2, 1991, shall be exempt from this merger provision provided that the lot or lots are located in the rural/agriculture land use designation and were not part of a recorded plat.
- (b) *Dwellings on nonconforming legal lots of record.* A building permit may be issued for a single-family dwelling or a manufactured home on any legally created nonconforming lot of record provided that such use is permitted, and that the requirements of the zoning district in which the lot is located are met.
- (c) *Exception for legally created nonconforming agricultural lots.* An administrative exception to the current standards of the zoning districts found in these regulations may be granted by the zoning administrator for dwellings (including manufactured homes and mobile homes meeting inspection and certification requirements found in Chapter 404) and any associated accessory buildings on agricultural zoned lots that became legally nonconforming on September 28, 1992, the date of the previously amended land development code, or residential lots administratively rezoned to Agriculture, or Family Homestead Exceptions, subject to the following standards unless platted, and then a re-plat may be required:

CHAPTER 410 DEFINITIONS

ARTICLE III DEFINED TERMS

Building *area*: That area within and bounded by the building setback lines. ~~established by required yards and setbacks, or that area illustrated on an approved plat.~~

Building *line*: A line formed by the face of a building that is used to establish a yard for a building or structure. Building lines may be defined as front, rear, interior side, or street side.



Setback: The required minimum distance between the lot line and the exterior vertical wall of a building or structure. ~~Unless otherwise provided for within the ULDC, setbacks shall be measured from the property line to the exterior vertical wall of a building or structure as opposed to the foundation.~~

Lot of record:

- (a) *A lot that is part of a documented subdivision, the map of which has been recorded in the office of the Clerk of the Circuit Court;*
- (b) *A lot ~~of~~ parcel of land described by metes and bounds, the description of which has been recorded in the office of the Clerk of the Circuit Court, consistent with and in compliance with land development regulations in effect at the time of said recording;*
- (c) *A lot created by a separate legal description where a building permit has been issued for residential purposes; or*
- (d) *Lots created by either the County Commission or Board of Adjustment of Alachua County.*

Parent ~~parcel tract~~: A lot of record that existed on October 2, 1991, the date of the Alachua County Comprehensive Plan adoption, or a parcel of land fronting on a public road and divided by an easement road approved by variance to Road Ordinance 18 prior to May 7, 1992.

Parking space: An area specifically and permanently designated for the off-street parking or storage of vehicles that complies with the ~~minimum~~ parking design standards.

Yard, front: The yard extending across the full width of the lot, extending from the front lot line to the front building line ~~as established by the zoning district designation.~~

Yard, rear: The yard extending across the full width of the lot, extending between the rear lot line and the rear building line ~~as established by the zoning district designation.~~

Yard, side: The yard extending between a side lot line and the side building line ~~as established by the zoning district designation.~~

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

ORDINANCE 2025-
(Unified Land Development Code Amendment)

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY FLORIDA AMENDING THE ALACHUA COUNTY CODE OF ORDINANCES, TITLE 40, RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE UNINCORPORATED AREA OF ALACHUA COUNTY, FLORIDA; INCLUDING AMENDMENTS TO CHAPTER 401 DEVELOPMENT REVIEW BODIES; CHAPTER 402 DEVELOPMENT APPLICATION REVIEW PROCEDURES CONTENTS; CHAPTER 403 ZONING DISTRICTS; CHAPTER 404 USE REGULATIONS; CHAPTER 407 GENERAL DEVELOPMENT STANDARDS; CHAPTER 408 NONCONFORMITIES; AND CHAPTER 410 DEFINITIONS; PROVIDING FOR MODIFICATIONS; A REPEALING CLAUSE; SEVERABILITY; INCLUSION IN THE CODE AND CORRECTION OF SCRIVENER'S ERRORS; LIBERAL CONSTRUCTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Alachua County, Florida, is authorized, empowered, and directed to adopt land development regulations to implement the Comprehensive Plan and to guide and regulate the growth and development of the County in accordance with the Local Government Comprehensive Planning and Land Development Regulation Act (Section 163.3161 et seq.,) Florida Statutes; and

WHEREAS, the Board of County Commissioners of Alachua County adopted its 2019-2040 Comprehensive Plan, which became effective on December 13, 2019; and

WHEREAS, the Board of County Commissioners of Alachua County adopted its Unified Land Development Code, which became effective on January 30, 2006; and

WHEREAS, the Board of County Commissioners of Alachua County, Florida, wishes to make amendments to the Alachua County Code of Ordinances Part III, Unified Land Development Code, relating to development of land in Alachua County; and

WHEREAS, the Board of County Commissioners, acting as the Land Development Regulation Commission, has determined that the land development regulations that are the subject of this ordinance are consistent with the Alachua County Comprehensive Plan; and,

WHEREAS, a duly noticed public hearing was conducted on such proposed amendment on March 25, 2025 by the Board of County Commissioners, held after 11:30 a.m.; and,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA:

Section 1. Legislative Findings of Fact. The Board of County Commissioners of Alachua County, Florida, finds and declares that all the statements set forth in the preamble of this ordinance are true and correct.

Section 2. Unified Land Development Code. The Unified Land Development Code of the Alachua County Code of Ordinances Part III is hereby amended as shown in Exhibit A and attached hereto.

Section 3. Modification. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

Section 4. Repealing Clause. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 5. Inclusion in the Code, Scrivener's Error. It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that, at such time as the Development Regulations of Alachua County are codified, the provisions of this ordinance shall become and be made part of the Unified Land Development Code of Alachua County, Florida; that the sections of this ordinance may be renumbered or re-lettered to accomplish such

intention, and the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors that do not affect the intent of the ordinance may be authorized by the County Manager or designee, without public hearing, by filing a corrected or re-codified copy of the same with the Clerk of the Circuit Court.

Section 6. Ordinance to be Liberally Construed. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

Section 7. Severability. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 8. Effective Date. A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners, and shall take effect upon filing with the Department of State.

DULY ADOPTED in regular session, this 25th day of March, A.D., 2025.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

Charles Chestnut IV, Chair

ATTEST:

J.K. “Jess” Irby, Esq. Clerk

APPROVED AS TO FORM:

(SEAL)

Alachua County Attorney

DEPARTMENT APPROVAL AS TO CORRECTNESS:

Department of Growth Management
Authorized Designee

EXHIBIT A
Unified Land Development Code Revision Language

CODE: Words ~~stricken~~ are deletions; words underlined are additions

CHAPTER 401 DEVELOPMENT REVIEW BODIES
ARTICLE VI DEVELOPMENT REVIEW DEPARTMENTS

Sec. 401.20. Development review departments powers and duties.

The Department of Growth Management, the Environmental Protection Department and the Department of Public Works shall exercise the powers and duties listed below:

- (a) Review and report. County staff shall review and prepare reports and recommendations to the following decision making bodies based on the review and recommendations of the Growth Management Department, the Environmental Protection Department, the Department of Public Works, as well as input from other departments and agencies:
 - (1) DRC — Regarding the following development applications:
 - a. Any application listed in Subsection 401.17(a);
 - b. Plats, including final plats, plat vacations, and re-plats.
 - (2) BOCC (and Planning Commission where applicable) - Applications as listed in Section 401.02.
- (b) Decisions of the growth management department. The Director of the Growth Management Department, in conjunction with any of the other appropriate development review departments, shall coordinate the review and make a decision to approve, approve with conditions or deny any of the following applications:
 - (1) Interpretation of this ULDC;
 - (2) Vested rights certification;
 - (3) Interpretation of district boundaries, where there is any dispute as to the location of the boundary of a zoning district in relation to particular property;
 - (4) Building permit;
 - (5) Building permits for docks of six hundred (600) square feet or under meeting the standards in Chapter 404, Section 404.108;
 - (6) Certificate of occupancy;
 - (7) Home-based businesses;
 - (8) Family homestead exceptions and transfers;
 - (9) Temporary uses that do not involve overnight camping or any event with an anticipated attendance of less than two thousand (2,000) people;
 - (10) Sign permit;
 - (11) Temporary placement permit;
 - (12) Tree removal permit;
 - (13) Certain personal wireless service facilities meeting the administrative development approval criteria in Article XII of Chapter 404 of this ULDC;
 - (14) Administrative development plan review of any modifications to an existing developed site resulting in an addition of less than one thousand five hundred (1,500) square feet of impervious area provided this provision may only be used once per site and the proposed expansion does not create off-site impacts;
 - (15) Change of use to a permitted or limited use, except where DRC approval is required in Chapter 404;

- (16) Waivers to the setback requirements from major road centerlines, section lines, and half section lines in Section 407.03 for structures on existing legal lots of record; and
 - (17) Tier I tower replacements meeting the standards of Subsection 404.54(a)5.
 - (18) Amendment to the zoning district setback of a platted lot by Affidavit in ULDC Sec. 402.56.5.
- (c) Decisions of the environmental protection department. The director of the environmental protection department, in conjunction with any of the other appropriate development review departments, shall coordinate the review and make a decision to approve, approve with conditions or deny any of the following applications:
- (1) Minimal impact activities in and adjacent to conservation or preservation areas;
 - (2) Minimal impact activities in and adjacent to regulated natural and historic resources;
 - (3) Removal of indigenous vegetation in special area studies;
 - (4) Hazardous facilities;
 - (5) Well registration and well abandonment;
 - (6) Murphree Wellfield hazardous waste licenses; and
 - (7) Dewatering activities discharging to wetlands, conservation or preservation areas;
 - (8) Preservation buffer reductions per Subsection 405.33(b)(4)c.
- (d) Decisions of the Department of Public Works. The Director of the Public Works Department, in conjunction with any of the other appropriate development review departments, shall coordinate the review and make a decision to approve, approve with conditions or deny any of the following:
- (1) Floodplain development permit for single-family residence or mobile or manufactured home on a legal lot of record;
 - (2) Floodplain development permit for boat docks six hundred (600) square feet or under meeting the standards of Chapter 404, Section 404.108;
 - (3) Minor modifications to stormwater management facilities and right-of-way infrastructure associated with development previously approved by the DRC;
 - (4) As an exemption to the requirements found in Chapter 404, Article 24 Mining, Excavation and Filling Operations, and for the purposes of creating an agricultural type pond, excavation of more than two hundred (200) cubic yards of material that do not impact regulated resource areas or involve areas within the limits of the flood hazard area;
 - (5) Right-of-way use and utility permit for allowable uses of public rights-of-way;
 - (6) Driveway permits;
 - (7) Construction permits;
 - (8) Temporary construction stockpiles and temporary construction storage, leasing and sales offices that are not shown on an approved development plan;
 - (9) Dewatering activities with proposed offsite discharge; and
 - (10) Exceptions from the public road frontage requirement in Subsection 407.73(f)1 for the first split of a parent parcel or a family homestead exception where the private easement road meets minimum width, stabilization and maintenance requirements for the purpose of providing emergency service delivery, and the applicant provides proof of access to a County maintained public road.

CHAPTER 402 DEVELOPMENT APPLICATION REVIEW PROCEDURES CONTENTS
ARTICLE XII PLATTING

Sec. 402.56. Platting required.

- (a) Platting is required for development of detached and attached single-family lots. Individual platted lots may not be divided further except as follows:
 - (1) Where such divisions are expressly provided for on an approved plat; or
 - (2) Upon approval of a plat vacation by the BOCC or where a re-plat is approved per Subsection (b) below for all or a portion of an existing plat and subject to approval of a new development plan and/or plat for the vacated area.
- (b) *Re-plats.* A re-plat is required for the modification or reconfiguration of previously recorded platted lots ~~and their associated setbacks, buffers and easements~~, except as provided in Subsection 407.73(f)3 of this ULDC.
- (c) A re-plat is not required to combine or reconfigure two (2) or more platted lots ~~under common ownership~~, subject to the requirements of 407.73(g) and the following requirements:
 - (1) ~~Where two (2) or more platted lots are combined, the~~ The revised exterior property lines shall be used in determining the setbacks rather than the original platted lot lines.
 - (2) Any easements or buffers on the approved plat must be avoided unless a re-plat is approved.
 - (3) The highest finished floor elevation of the original lots shall be maintained, if applicable.

Sec. 402.56.5 Changes to the setbacks of platted lots.

The owner of a lot in an existing platted subdivision may amend the setback shown on the original plat to the zoning district setbacks in Chapter 403 through an administrative process permitted by Sec.401.20 of this ULDC subject to the following:

- (a) The amended setback shall not be less than the zoning setback standards outlined in Chapter 403, unless a variance is approved by the DRC as provided in Chapter 402, Article 26.
- (b) The change shall not affect existing natural resources setbacks.
- (c) Any easements or buffers on the original plat must be avoided unless a re-plat is approved by the BoCC.
- (d) The change shall be documented by the recording of the affidavit, signed and stamped by the department, in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land. The affidavit shall be in a form established by the department.
- (e) The affidavit is required to be recorded with the Clerk of the Court within one year of approval or prior to permitting any new structures to be effective. Recording of an affidavit without prior approval from the department will not be recognized as the legal setback for the lot.

ARTICLE XXIII FAMILY HOMESTEAD EXCEPTIONS

Sec. 402.142. Application requirements.

- (a) *Application.* An application for a family homestead exception approval shall be submitted in accordance with Article III, Preliminary Procedures for all Applications, of this Chapter.
- (b) *Documentation.* Documentation shall be provided, as listed below:
 - (1) *Legal lot of record.* Documentation that the parcel for which a family homestead exception is requested is being created from a legal lot of record as defined in this ULDC. In addition, the legal lot of record shall not be a platted lot or a lot previously created as part of a subdivision with unpaved roads in the rural agricultural area or created by variance through the Board of Adjustment or BOCC, unless the variance was approved prior to October 2, 1991.

- (2) *Location.* Documentation that the parcel for which a family homestead exception is requested is designated on the Comprehensive Plan's Future Land Use Map as rural/agriculture.
 - (3) *Immediate family member.*
 - a. Each application for family homestead exception shall be accompanied by personal identification and proof of relationship, to establish the required immediate family member status, of both the property owner and the immediate family member. The personal identification shall consist of original documents or notarized copies from public records. Such documents may include birth certificates, adoption records, marriage certificates, and other public records.
 - b. To qualify as an immediate family member, an individual who will use the property as a homestead must be one (1) of the following: a grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild of the property owner.
 - (4) *Ownership.* Proof of ownership verifying that:
 - a. The subject property, a portion of which is proposed for use as a homestead by an immediate family member, has been in fee simple ownership, by an immediate family member, for a minimum of five (5) years.
 - b. The intended owner of the land (under a contract, will or other documented conveyance or estate) is an immediate family member of the person from whom the parcel is conveyed, devised, or transferred; and the person from whom the parcel is conveyed, devised, or transferred has owned the property for a minimum of five (5) years.
 - (5) *Affidavit of homestead exception use.* As part of the application for a family homestead exception, the immediate family member shall provide an affidavit stating that the family homestead lot is being created for use solely as a homestead by the immediate family member, that the family member shall occupy the residence for at least five (5) years from the date a certificate of occupancy is issued for the residence, and acknowledging that the homestead shall not be transferable within that five-year period unless a determination is made by the County that the criteria found in Subsection 402.143(d) for permitting such a transfer have been met.
- (c) *Jurisdiction for family homestead exception applications.*
- (1) *The Director.* The Director has the authority to approve, approve with conditions, or deny an application to create one or more family homestead exception lots from a parent parcel in accordance with the provisions of this Article provided all of the following requirements are met:
 - a. All lots have frontage on an existing publicly maintained road, provide joint driveway access to the public road, or have obtained an exception from the Public Works Department allowing the lots to provide access to a private easement road with direct connection to a public road in accordance with Subsection 401.20(d)(10);
 - b. All parcels are consistent with all other requirements of this ULDC;
 - c. All parcels have buildable area outside the limits of any conservation areas including wetland and/or flood-prone areas and do not require access through these conservation areas.
- (d) *Development standards.*
- (1) *Minimum property size.* The parent tract or parcel from which a family homestead exception lot is being requested must be a minimum of two (2) acres.
 - (2) *Minimum family homestead exception lot size.* The lot for which a family homestead exception is requested shall be a minimum of one acre and shall comply with the minimum lot area and dimensional requirements standards for the Agriculture zoning district in Chapter 403 or as provided in Chapter 408 for legally nonconforming Agricultural lots of record. listed in Table 402.142.1 below.

Table 402.142.1 Minimum Lot and Setback Requirements	
STANDARD	MINIMUM DIMENSIONS
Principal Building:	
Minimum Lot Area	1 Acre (43,560 square feet)
Minimum Lot Width at front building line ¹	110 feet
Minimum Lot Width at property line ²	125 feet
Minimum Lot Depth	125 feet
Minimum Yard Setback Dimensions:	
Front, minimum	25 feet
Rear, minimum	30 feet
Interior side, minimum	12.5 feet
Street side, minimum	25 feet
Maximum height	35 feet
Accessory Building:	
Front, minimum	25 feet
Rear lot line setback, minimum	7.5 feet
Side lot line setback, interior, minimum (ft.)	12.5 feet
Side lot line setback, street, minimum (ft.)	25 feet
<p>Note and additional standards:</p> <p>¹The minimum lot width shall not apply when the lot fronts on a curved street or the curved portion of a cul-de-sac street, provided that all other lot and setback requirements are met.</p> <p>²Lots fronting on public roads classified at collector or higher are required to have common access driveways approved by the Alachua County Public Works Department and have a minimum spacing of no less than 250 feet.</p>	

- (3) *Compliance with other requirements.* The residual parcel and all parcels for which a family homestead exception is requested shall comply with these and all other applicable Comprehensive Plan policies and federal, state, regional, and County regulations.
- (4) *Compliance not a basis for other approvals.* Demonstration of compliance with all the requirements for a family homestead exception shall not itself constitute a basis for the granting of a variance from any other applicable County regulation or requirement.
- (5) *Limit on number of family homestead exceptions.* Only one (1) family homestead exception may be granted per immediate family member. Once a family homestead exception lot is created, that family homestead parcel from which the homestead exception lot was created shall not be further split or subdivided under the provisions of this Article.

CHAPTER 403 ZONING DISTRICTS
ARTICLE IV COMMERCIAL DISTRICTS

Table 403.12.1 STANDARDS FOR COMMERCIAL DISTRICTS						
Standards	ZONING DISTRICTS					
	AP	BP	BR, BR-1	BH	BA, BA-1	MB
Lot Dimensions						
Min. Area (sq. ft)	5,000	5,000	5,000	5,000	5,000	5,000
Width at front building line, min (ft)	50	50	50	50	50	50
Depth, min. (ft)	100	100	100	100	100	100
Setbacks¹						
Front, min. (ft)	25	25	25	25	25	25
Rear, min. (ft)	10	10	5 ²	5 ²	5 ²	5 ²
Interior side, min. (ft)	5 ³	5 ³	5 ³	5 ³	5 ³	5 ³
Street side, min. (ft)	25	25	25	25	15	15
Building Standards						
Height, max (ft)	45	45	65	65	45	35
Building coverage, max (% of gross land area)	40%	40%	N/A	N/A	N/A	N/A
¹ Buildings located within an activity center may be designed with a front and street side building setback of five (5) feet. ² Where the rear property line yard abuts a residential or agriculture zoning district, a minimum rear setback of twenty-five (25) feet shall be required. ³ Six (6) inches of additional side setback yard shall be required for each foot of building height over thirty-five (35) feet when abutting single-family residential uses or zoning.						

ARTICLE V INDUSTRIAL DISTRICTS

Sec. 403.16. Additional requirements applicable to industrial zoning districts.

- (a) All industrial uses must have direct access to a paved roadway.
- (b) A high-density buffer, as defined in Table 407.43.2, shall be provided along the boundary between industrial and residential districts. Off-street parking, but not off-street loading, may be provided within the setback ~~yard~~ but not within the required buffer.
- (c) Mechanical equipment, lights, emissions, shipping/receiving areas, and other components of industrial use that are outside enclosed buildings, shall be located away from residential areas, schools, parks and other non-industrial areas.

- (d) No portion of any building or structure and no activity related to any use within the MS or MP district shall be located closer than thirty-five (35) feet to any MS or MP district boundary. This requirement may be reduced or waived by the DRC subject to the following review criteria:
 - (1) The lot is two (2) acres or less in size;
 - (2) The adjacent parcel(s) do not have a residential zoning or land use or an existing residential use on site at the time of application;
 - (3) The adjacent landowner(s) of properties not industrially zoned must provide written consent to the applicant for the reduction or waiver proposal.
- (e) Where property zoned MS or MP fronts a public street, no less than one-half (½) of the frontage shall contain landscaping consistent with a "Low" buffer as defined in Table 407.43.2, except as required for ingress and egress.
- (f) No side or rear setback yard is required where MS or MP property is adjacent to a railroad right-of-way on that frontage. Side and rear yards may be used for off-street parking or off-street loading subject to the general provisions above.
- (g) Buildings within the BW, ML, MS, and MP districts that front on streets or roads shall be required to meet the standards in Article X, Building Design, of Chapter 407.

CHAPTER 404 USE REGULATIONS

ARTICLE XXIII WASTE-RELATED SERVICES

Sec. 404.85. Junk, salvage, or recycled metal yard.

A junk, salvage, or recycled metal yard may be allowed by special exception in the MS and MP districts, subject to the following standards and the requirements of Article VIII of Chapter 406 for high aquifer recharge areas.

- (a) *Review and approval.* An application to establish a junk, salvage, or recycled metal yard shall include the following materials.
 - (1) *Environmental assessment.* The environmental assessment shall be prepared by a registered professional engineer, landscape architect, architect, or environmental professional with the appropriate qualifications and shall include the following information:
 - a. All applicable federal, state, and County standards for protection of water, air, and other natural resources; and
 - b. The manner in which the proposed facility complies with all requirements.
 - (2) *Plan of operation.* A proposed plan of operation for the facility shall include the following:
 - a. Days and hours of operation; and
 - b. Manner of disposal or sale of waste products or recycled materials.
 - (3) *Conditions of approval.* As part of considering an application for development approval, the BOCC may include conditions that address the following:
 - a. Containment structures and procedures to protect ground water resources;
 - b. Dust and emission control;
 - c. Fencing of processing, storage, and shipping areas as required by Subsection (e) below;
 - d. Height of stockpiles of processed and unprocessed materials;
 - e. Hours of operation;
 - f. Lighting;
 - g. Monitoring program for protection of air, natural, and water resources;
 - h. Litter control;
 - i. Noise; and
 - j. Traffic impacts, including any truck traffic on local residential roads.
- (b) *Prohibited activities.*

- (1) *Sale of vehicles.* The sale of operable vehicles is prohibited.
- (2) *Processing of debris.* A yard or facility shall not process any woody or vegetative wastes or construction or demolition debris.
- (c) *Minimum lot area.* The minimum lot area shall be five (5) acres.
- (d) *Compliance with natural resources protection laws.* A yard shall comply with all applicable federal, state, and County regulations regarding protection of air, ground water, surface water, and other environmental and natural resources.
- (e) *Screening.* All junk, salvage, or recycled metal yards shall be screened from view of a public right-of-way on all sides by an opaque masonry wall a minimum of six (6) feet in height and with two (2) feet of ornamental superstructure. The required wall along a public right-of-way shall conform to the front setback ~~yard~~ requirement of the district in which it is located.
- (f) *Storage of materials.*
 - (1) Materials stored on-site shall be retained for a maximum of fifteen (15) days prior to processing.
 - (2) Processed materials shall be stored on site for a maximum of forty-five (45) days.
- (g) *Fire protection.* The facility shall adopt and maintain a fire prevention and suppression program, including all necessary equipment, that is acceptable to the Alachua County Fire Rescue Department.

Sec. 404.89.5. Materials recovery, recycling and composting.

Materials recovery, recycling, and composting facilities may be allowed by special exception in the MS and MP districts, subject to the following standards and the requirements of Chapters 403 and 460 of this ULDC.

- (a) *Submittal requirements.* An application to establish a materials recovery facility shall include the following materials:
 - (1) *Environmental assessment.* The environmental assessment shall be prepared by a registered professional engineer, landscape architect, architect, or environmental professional with the appropriate qualifications and shall include the following information:
 - a. All applicable federal, state, and County standards for protection of water, air, and other natural resources; and
 - b. The manner in which the proposed facility complies with all requirements.
 - (2) *Plan of operation.* A proposed plan of operation for the facility shall include the following:
 - a. Days and hours of operation; and
 - b. Manner of disposal or sale of waste products or recycled materials.
- (b) *Conditions of approval.* As part of considering an application for development approval, the BOCC may include conditions for the special exception that address the following:
 - (1) Containment structures and procedures to protect groundwater resources;
 - (2) Dust and emission control;
 - (3) Fencing of processing, storage, and shipping areas as required by Subsection (d) below;
 - (4) Height of stockpiles of processed and unprocessed materials;
 - (5) Hours of operation;
 - (6) Lighting;
 - (7) Monitoring program for protection of air, natural, and water resources;
 - (8) Litter control;
 - (9) Noise; and
 - (10) Traffic impacts, including any truck traffic on local residential roads.
- (c) *Compliance with natural resources protection laws.* A materials recovery, recycling, or composting facility shall comply with all applicable federal, state, and Country regulations

regarding protection of air, groundwater, surface water, and other environmental and natural resources.

- (d) *Screening.* All materials processed or waiting to be processed at the facility shall be screened from view of a public right-of-way on all sides by an opaque masonry wall a minimum of six (6) feet in height. The required wall along a public right-of-way shall conform to the front setback yard requirement of the district in which it is located.
- (e) *Storage of materials.*
 - (1) Materials stored on site shall be retained for a maximum of fifteen (15) days prior to processing.
 - (2) Processed materials shall be stored on site for a maximum of forty-five (45) days.
- (f) *Fire protection.* The facility shall adopt and maintain a fire prevention and suppression program, including all necessary equipment that is acceptable to the Alachua County Fire Rescue Department.

CHAPTER 407 GENERAL DEVELOPMENT STANDARDS

ARTICLE II PARKING, LOADING AND STACKING

Sec. 407.13. Applicability.

Every use of a building or land hereafter established shall provide the minimum parking and loading spaces as required by this Article in addition to the Florida Accessibility Code and the Fair Housing Act. ~~Changes in use, changes in intensity of use, and building expansions shall comply with all applicable requirements. Re-striping or re-paving of such spaces shall comply with Florida Accessibility Code and The Fair Housing Act. Except as noted, the requirements of this Article are minimums. Where nonconforming on-site parking has been found to be inadequate by causing a recurring hazard or nuisance off-site, the owner shall be responsible for increasing the number of parking spaces or decreasing the need for parking spaces by limiting the amount, kind, or intensity of use.~~

Sec. 407.14. Parking schedule.

In all districts, the ~~required~~ number of parking spaces shall be provided in accordance with Table 407.14.1. The ~~required~~ number of spaces may be exceeded or reduced by up to ten (10) percent. Applicants proposing greater than ten (10) percent variation must comply with Section 407.18.

Table 407.14.1 Parking Schedule	
Use	Required Number of Spaces
<i>Residential Uses:</i>	
Single-family, attached and detached	2 per dwelling unit
Multiple-family dwelling	
One-bedroom units	1.5 per dwelling unit, plus 1 per 10 bedrooms
<u>Two or more bedroom units</u>	2 per dwelling unit, plus 1 per 10 bedrooms
Rooming house, dormitory, fraternity or sorority	1 per 2 beds
Assisted living facility/ <u>Nursing Home</u>	1 per 2 persons of licensed capacity
Manufactured home park	2 per unit space
<u>Nursing home</u>	<u>1 per 2 beds</u>
<u>Community residential homes</u>	<u>1 per 3 persons of licensed capacity, plus one per employee</u>

Public and Civic Uses:	
Auditorium/ <u>Place of assembly/Civic Organization/Place of worship</u>	1 per 5 seats of maximum seating capacity in the principal area of assembly
College or university/Vocational, business or technical school	1 per employee plus one space per 4 students of design capacity
Child Care Center, Adult Day Care	1 per 6 <u>persons</u> of licensed capacity
Elementary or middle school	10 plus 2 per classroom
Fire station	1 per person on duty on the largest shift
High school	1.5 spaces per employee plus one space per ten students of design capacity
Hospital	1 per bed
Library, museum, art gallery	1 per 400 sq. ft of gross floor area
Medical or dental office/Medical clinic	1 per 200 sq. ft GFA
Mortuary or funeral home	1 per 4 persons of licensed capacity, plus 1 per funeral vehicle, plus 1 per employee
Place of assembly/Civic organizations	1 per 5 seats of maximum seating capacity in the principal area of assembly
Place of worship	1 per 5 seats of maximum seating capacity in the principal area of assembly
Utilities	1 per employee
Commercial Uses:	
Arcade	1 per 500 sq. ft GFA
Banks and financial institutions	1 per 400 sq. ft GFA, plus required stacking spaces in accordance with Section 407.23
Barber or beauty shop	2 per operators' chair
Bar, cocktail lounge, tavern, and nightclub	14 per 1,000 sq. ft GFA
Bowling establishments	5 per lane
Offices, non-medical including governmental offices	1 per 250 sq. ft GFA
Car wash	1 per service <u>bay</u> , plus three stacking spaces
Convenience store or service station, with or without fuel sales	1 per fueling position, plus 2 per working bay, plus 1 per 200 sq. ft of sales area
Driving range	1 per tee plus one space per employee
Restaurant, maximum of 23 seats (stand-alone)	8 spaces, plus required stacking spaces in accordance with Section 407.23
Restaurant, minimum of 24 seats (stand-alone)	1 per 3 seats, plus required stacking spaces in accordance with Section 407.23
Golf course	60 spaces per 9 holes, plus 1 space per employee, plus 50% of the spaces otherwise required for any accessory uses (e.g. bars, restaurants, etc.)
Gym, spa or fitness center	10 plus 1 per 200 sq. ft GFA <u>in excess of 1,000 sq. ft</u>
Movie theaters	1 per 3 seats
Personal services, not otherwise specified (stand-alone)	1 per 400 sq. ft GFA

Retail Sales and Service, not otherwise specified	See 407.14(a) below Spaces per 1,000 sq. ft. GFA
Up to 20,000 sf	5
20,000 to 200,000 sf	4.5
Over 200,000 sf	4
RV Park/Campground	1 per RV or tent space
Hotel or Motel (as defined in Chapter 410)	1 per guest room
Entertainment and recreation, not otherwise specified	1 per 4 <u>persons</u> of maximum capacity
Self-service storage facilities	1 per employee
Vehicle sales and rental (including sales of boats and recreational vehicles)	1 per 2,000 sq. ft of display area whether indoors or outdoors, plus 1 per 500 sq. ft devoted to servicing vehicles
Vehicle repair	1 per 200 sq. ft GFA
Industrial Uses:	
Industrial Uses (other than Warehousing)	1 per 1,000 sq. ft, plus 1 per company vehicle operating from the premises, plus 1 per 250 sq. ft of accessory retail or wholesale use
Mining, excavation, and fill operations	1 per employee
Warehousing, Storage and Distribution	1 per 1,000 sq. ft GFA
Waste-related services	1 per employee

- ~~(a) Retail sales and service.~~ A retail sales and service establishment as defined in Chapter 410, and also including a group of retail sales, restaurants, personal services, and mixed non-residential uses shall comply with the parking requirements in Table 407.14.2.

Table 407.14.2 Parking Requirements for Retail Sales and Service		
	Spaces per 1,000 square feet	
Gross Floor Area (sq. ft.)	Minimum	Maximum
Up to 20,000 sf	5	5.5
20,000 to 200,000 sf	4.5	5
Over 200,000 sf	4	4.5

- ~~(a)~~ **Motorcycle parking.** One (1) motorcycle space shall be required per forty (40) vehicle spaces required by this Section. Motorcycle spaces are optional if less than forty (40) vehicle spaces are required. Motorcycle stalls shall be clearly labeled as such.
- ~~(b)~~ **Unlisted uses.** For uses not listed in Table 407.14.1, the number of required spaces shall be based on a study prepared by the applicant property owner or operator that addresses:
- (1) Type of use or uses and estimated total number of trips generated during peak conditions;
 - (2) Estimated parking duration per vehicle trip (turnover rates); and
 - (3) Estimated number of employees; ~~one (1) space to be provided for each two (2) employees based on the shift of maximum employment.~~

Sec. 407.18. - Parking ~~reductions or increases.~~

Applicants for development plan review may ~~vary from~~ exceed the off-street parking schedule in Table 407.14.1 by greater than ten (10) percent by providing sufficient documentation that demonstrates ~~reduced or increased parking demand. Examples include the provision of on-street parking, trip generation during peak conditions, shared parking, turnover rates, employment numbers, staggered work shifts, alternate sources of transportation, mass transit ridership or employee showers, lockers, and changing areas may justify a reduction in off-street parking.~~ Applicants seeking an increase in parking shall provide a parking study consistent with Subsection 407.14(~~eb~~). In all cases, the applicant shall provide sufficient

documentation to the appropriate reviewing body to clearly establish that ~~minimum and maximum~~ parking needs shall be accommodated. ~~Where inadequate on-site parking causes a recurring traffic hazard or a nuisance off-site, the owner shall be responsible for increasing the number of parking spaces or decreasing the need for parking spaces.~~

Sec. 407.23. Off-street stacking requirements.

- (a) *Stacking requirements.* In addition to meeting the ~~minimum~~ off-street parking standards, drive-through facilities shall provide a minimum of five (5) stacking spaces for each drive-through lane. Such spaces shall be designed so as to not create conflicts between pedestrian or vehicular circulation on the site or on any abutting street.
- (b) *Circulation requirements.* A vehicle pass-by lane may be required to be constructed to provide for complete, unimpeded circulation throughout the site.

ARTICLE VIII SUBDIVISION REGULATIONS

Sec. 407.73. General provisions.

- (a) All subdivision applicants are required to file a plat in accordance with Article XII of Chapter 402 except as provided for below in Subsection (f) and in Section 407.75.
- (b) All subdivisions located within areas designated rural/agriculture on the Future Land Use Map 2040 and containing ten (10) or more lots shall be designed as a clustered rural residential subdivision consistent with Sections 407.77 and 407.78 of this Article.
- (c) For subdivisions located within areas designated rural/agriculture and not designed as a clustered rural residential subdivision as provided in Section 407.77, no more than one hundred fifty (150) lots smaller than eight (8) acres in size, shall be authorized in a calendar year.
- (d) No subdivision may be created without paved public road access and all subdivisions created must have internal paved roads that meet County standards, except as provided in Section 407.75, Section 407.76 and Section 407.154. Paved public road access does not include alternative surface treatments ~~utilized as a part of the Alachua County Unimproved Road Program.~~
- (e) No person may divide a lot of record, which does not meet the definition of parent parcel ~~tract~~ unless they comply with these subdivision regulations.
- (f) A parent parcel ~~tract~~ may be divided once without complying with these subdivision regulations provided all of the conditions below are met:
 - (1) Both newly created lots shall have frontage along a local public road or two hundred fifty (250) feet of frontage on a public collector or arterial road except as provided for in this Section:
 - a. When the newly created lot will be located on a County-maintained collector or arterial road and have less than two hundred fifty (250) feet of frontage, a shared driveway shall be utilized for both newly created lots subject to approval by the Public Works Department.
 - b. Parcels separated from a public street by a utility right-of-way shall be considered to have frontage on the street.
 - c. If the parcel utilizes access to a privately-maintained road, the private road may be used in lieu of a driveway connection to the public road if that road meets minimum width, stabilization, and maintenance requirements as determined by the Public Works Department and the applicant provides proof of legal access.
 - (2) The new lots created meet all other relevant requirements of this ULDC.
 - (3) The lot split must be memorialized in a document recorded in the public record. For purposes of these regulations, lots created by a plat recorded in a deed book and/or government lots established prior to June 1, 1960 may be divided once provided they meet the public road frontage requirements and shall not be subject to the replat requirements or full compliance with this Article but must be memorialized in a document recorded in the public record.-

- (4) Any further division of a parent parcel ~~tract~~ shall be deemed a subdivision and shall comply with relevant regulations of this ULDC.
- (5) A parent parcel ~~tract~~ that was created by means of a variance granted by the Board of Adjustment, or a variance granted by the Board of County Commissioners may not be split, unless the variance was approved prior to October 2, 1991 and the purpose of the split is for a family homestead exception in accordance with Article XXIII of Chapter 402 or the purpose of the split is for an immediate family member as defined in Article XXIII of Chapter 402 and shall be subject to the occupancy requirements of Subsection 402.142(b)(5).
- (g) Parent parcels ~~tracts~~ heretofore divided into parcels may be re-configured; provided, however, that the sale, exchange or reconfiguration of lots to or between adjoining property owners of the re-subdivided lots meet all of the following:
 - (1) Does not create additional lots or the potential for additional lots per Subsection (f) above;
 - (2) Does not alter rights-of-way or other areas dedicated for public use;
 - (3) The reconfigured lots and any residual land meets the requirements of the Alachua County ULDC;
 - (4) The reconfiguration of any legally nonconforming lot does not increase the extent of the nonconformity; and
 - (5) Lots previously created by the recordation of a plat shall require a replat and compliance with this Article, except as provided in Subsection (f)(3).
- (h) Lots previously approved by variance may be reconfigured where the minimum lot size and dimensional standards of the zoning district can still be met, or if nonconforming, the reconfiguration shall not increase the extent of the nonconformity.
- (i) No building shall be erected on a lot or parcel of land within the area of the County subject to this Article, nor shall any building permit be issued, unless:
 - (1) The street giving access to the lot or parcel on which such dwelling is proposed to be placed has been accepted and opened as a public street or has otherwise received the legal status of a public street, or such street is shown on a legally recorded subdivision plat, or an approved subdivision plan or unless a waiver has been obtained from the Director.
 - (2) Such street has been improved to an extent which, under the circumstances of the particular situation is adequate to serve the needs of such dwelling and to protect the public under the provisions of this Article; provided that, if so authorized by subdivision regulations adopted under the provisions of this Article, a building permit may be issued for construction of a building concurrently with the installation of required street improvements, but no such permit shall express or imply any right of occupancy and use of such building. No such building shall be occupied or used until the installation of such street improvements has been completed to the satisfaction of the County Engineer.
- (j) Fire suppression water supply. As needed for structural fire suppression rural water supplies shall be provided in all subdivisions that are not served by central water. These onsite water supply facilities shall be readily accessible by fire-fighting apparatus and meet the applicable standards for location, construction, installation, access, and fire department connections contained in NFPA 1, Uniform Fire Code, NFPA 1142, Standard for Water Supplies for Suburban and Rural Fire Fighting, and NFPA 22, Standard for Water Tanks for Private Fire Protection. Onsite water supplies shall be maintained by a responsible entity such as a home owners association or the development project owner/developer consistent with the requirements of NFPA 25, Standards for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems. Should the onsite water supply become unsuitable as to water quality or quantity as determined by Alachua County Fire Rescue or otherwise unserviceable for any reason the responsible entity shall repair or replace the onsite water supply in a timely manner.

Sec. 407.75. Family homestead subdivisions.

The DRC may approve a subdivision of up to six (6) lots including the residual in the rural/agriculture area, as defined by the Future Land Use Element of the Comprehensive Plan, for lots created for family members in accordance with Article XXIII of Chapter 402 or for lots being created for family members in which the density provisions of the land use designation are being met. For lots where the density provisions are being met, the standards of Article XXIII, Subsections 402.142(a) and (b) and Section 402.143 shall apply. Such subdivisions may be located on a paved or an unpaved road in the rural/agriculture area upon the following conditions:

- (a) Such subdivision shall not require platting, but shall be documented by the recording in the public record of a registered survey with the following information:
 - (1) Legal description of each lot with the name and relationship of each family member for whom the FHE certificate was issued or each family member that will be living on each lot.
 - (2) A declaration that the roadway is a private road which is neither dedicated to nor accepted by the County and that the maintenance of the road is not the responsibility of the County, regardless of use by public service vehicles, and that the applicant shall maintain the road in a manner to make it accessible for service delivery as determined by the Fire Rescue and Public Works Departments.
 - (3) Location of any natural or historic resources present on the site.
 - (4) A notation in the title block that the subdivision is a family homestead subdivision.
 - (5) A notation that the family homestead lots shall not be further split or subdivided.
 - (6) A notation that each family homestead exception lot is not transferable for a period of five (5) years from the date a certificate of occupancy is issued for the residence, except to another individual meeting the definition of an immediate family member as provided in Subsection 402.142(b)(3) of Chapter 402 of this ULDC.
- (b) No further division of the lots shall be allowed under the provisions of this Section. Any further division would require full compliance with the provisions of this Article and all other provisions of this ULDC.
- (c) A private easement road internal to the subdivision may be utilized where such internal subdivision road must provides a direct connection to a paved or unpaved County maintained public road with sufficient a minimum of 40 feet of right-of-way to meet County standards, and The internal road shall be subject to the following standards:
 - (1) Those lots fronting on an existing public road shall be restricted to access to the internal road.
 - (2) The internal subdivision roads must meet the following standards for minimum width, stabilization requirements, and maintenance:
 - a. Sufficient stability of road surface for service delivery as determined by the Public Works Department.
 - b. Minimum 20 18 foot horizontal and 14-foot vertical clearance unless a waiver is approved consistent with the Florida fire prevention code Chapter 18.
 - (3) In cases where the minimum right of way of the County maintained public road is less than 40 feet, the applicant for a family homestead subdivision may be required to dedicate an amount of right-of-way that is roughly proportional to the impact of the development along the frontage of the property.
- (d) ~~A private easement road internal to the subdivision may connect to an paved or unpaved, public road.~~ The applicant for a family homestead subdivision may be required to dedicate an amount of right-of-way that is roughly proportional to the impact of the development along the frontage of the property.
- (e) Family homestead subdivisions shall not be subject to the requirements of Article IV, Landscaping, of Chapter 407.

- (f) Family homestead subdivisions shall be exempted from the requirements for stormwater management systems in Article IX, Stormwater Management, of Chapter 407, in accordance with Subsection 407.89(b), where clearing and drainage does not adversely impact adjacent properties by diverting runoff.
- (g) The registered survey shall be recorded within one (1) year of the DRC approval of the subdivision. The family homestead subdivision shall expire without further action by the DRC if the survey is not recorded within this timeframe.

Sec. 407.76. Subdivisions with no more than nine lots in the rural agricultural area.

Subdivisions, including clustered rural residential subdivisions meeting the requirements of Section 407.77 and 407.78 of this Article, with no more than nine lots in the rural/agricultural area as defined by the future land use element of the comprehensive plan may be approved provided they meet the following conditions:

- (a) Such subdivisions shall be platted and approved by the BOCC.
- (b) A parent parcel, existing as of October 2, 1991, shall not be divided into more than nine lots, including the residual, without having internal paved roads throughout the subdivision. Only one such subdivision shall be allowed per parent parcel.
- (c) An internal road shall be provided for the lots in the subdivision to access a paved or unpaved public roadway, except as provided in Subsection (d) below. The internal road shall be subject to the following standards:
 - (1) Where an internal private easement road is proposed, it must meet the requirements County standards in accordance with of Subsection 407.141(b).
 - (2) The private easement road must provide a direct connection to a paved or unpaved County maintained public road with sufficient a minimum of 40 feet of right-of-way to meet County standards. The internal private road may be paved or unpaved, but must meet the minimum requirements in Subsection (g) below.
 - (3) Lots fronting the internal private easement road shall not have direct access to public roadways.
 - (4) In cases where the minimum right of way of the County maintained public road is less than 40 feet, the applicant for a subdivision with no more than nine lots may be required to dedicate an amount of right-of-way that is roughly proportional to the impact of the development along the frontage of the property.
- (d) Two direct access connections to public road, including internal roads and individual or shared driveways, in accordance with Subsection (c) may be allowed subject to the standards of Article XIII of this Chapter and Individual or shared driveways that provide direct access from any lots to a public roadway may be allowed subject to the following:
 - (1) Such direct access is required to avoid impacts to conservation resources, tree canopy preservation areas, natural drainage features, agricultural lands, or other landscape features.
 - (2) Subdivisions of three lots or less that have frontage on a public roadway may provide direct connection to the roadway utilizing individual or shared driveways.
 - ~~(3) Total connections to public roadways, including internal roads in accordance with Subsection (c) and individual or shared driveways, shall be limited to two per subdivision and shall meet the standards of Article 13 of this Chapter.~~
- (e) Unpaved roads created prior to May 2, 2005 shall not be required to be paved with the development of the remainder of the parent parcel unless that road is used for access to the newly created lots.
- (f) The applicant shall provide and have recorded in the public records of the County a document, in such form as the BOCC may require, setting forth deed restrictions for the entire property for which the subdivision is approved. Such document shall include, at a minimum, the following:

- (1) No further subdivision of any lot shall be permitted without full compliance with all County regulations.
- (2) A declaration that the deed restrictions shall be binding on all parties, their heirs, personal representatives, successors, grantees and assigns and shall run with the land.
- (3) If an internal private easement road is proposed:
 - a. The road shall be set aside for common ownership and maintenance.
 - b. The maintenance and financial responsibility for the road shall be borne by the owners in the subdivision.
 - c. The roadway shall be accessible to and subject to all emergency, public service, utility and refuse vehicles and all other similar vehicles deemed necessary to pass and repass over such roadway and use the same to protect the safety and welfare of all residents served by the roadway and such right to use the roadway shall not be subject to revocation.
 - d. A declaration that the roadway is a private road which is neither dedicated to nor accepted by the County and that the maintenance of the road is not the responsibility of the County, regardless of use by public service vehicles.
- (g) A development plan consistent with Subsection 407.141(b) is required, including:
 - (1) Centerline survey of the easement road with curve data.
 - (2) A typical cross-section.
 - (3) Plan and profile cross-sections of the roadway, prepared by a professional engineer, registered in the State of Florida, for the roadway and drainage improvements.
 - (4) A stormwater management plan with accompanying calculations and supporting soils and topographical data. If the internal easement road is paved, stormwater requirements in Article IX 9 shall apply.
 - (5) Any entrance culvert, where appropriate, shall be reinforced concrete pipe with mitered ends.
 - (6) Any turnout shall have a minimum radius of 30 feet and be paved within the public right-of-way, if the public roadway is paved.

Sec. 407.78. Clustered rural residential subdivision design process for developed area.

In addition to the design process described in Section 407.74 and 407.77, the following steps shall be taken in the design of a clustered rural residential subdivision.

- (h) Density incentives for clustered rural residential subdivisions. Maximum density as provided in Table 407.78.1 above may be increased in accordance with Table 407.78.2 for a parent parcel ~~tract~~ established prior to October 2, 1991.

Sec. 407.85. Monuments.

Any subdivision boundary that is within a one-half-mile radius of any horizontal geodetic control monument established by the Alachua County Control Densification Survey, National Geodetic Survey Horizontal or Vertical Control Network bearing confirmed coordinate values related to the 1983 and the 1990 North American Datum Adjustment, shall conform to the following requirements:

- (a) Final plats shall identify all horizontal and vertical geodetic control monuments, meeting the above requirements within five hundred (500) feet of the plat boundary.
- (b) All plats shall have a minimum of three (3) permanent reference monuments per forty (40) acres of platted subdivision which shall have state plane coordinates established from the 1983 North American Datum Adjustment delineated on the plat and shall be within or upon the plat boundaries.
- (c) All plats shall have a minimum of two (2) benchmarks located and described within or upon the plat boundary and which shall be projected from North American Vertical Datum of 1988 or National Geodetic Vertical Datum of 1929 with a conversion note to North American Vertical Datum of 1988.

- (d) The basis of bearings for all plats shall be grid north as established from the State Plane Coordinate System or National Geodetic Survey Horizontal Control Network.
- (e) The method for establishing the State Plane Coordinates and bearing basis shall be by conducting a self-closing traverse(s) between two (2) Horizontal Geodetic Control monuments as referred to above. The traverse shall be performed to third order class 1 standards of accuracy as described in the most updated version of the Standards and Specifications for Geodetic Control Network (SSGCN) as set forth by the Federal Geodetic Control Committee. On large developments with multiple units a major control traverse tied to two (2) Horizontal Geodetic Control monuments may be submitted with the first phase, with subsequent units being tied to this control traverse.
- (f) All geodetic monuments, including traverse stations set for the Alachua County Control Densification Survey, that fall within the limits of a development shall be shown on the development plan and construction plans. Any geodetic monument that is in danger of being disturbed or destroyed shall be referenced by a Florida registered land surveyor prior to the start of construction and reset by the surveyor after the construction is complete. If it is not practical to reset the geodetic monument in its original position, an offset monument may, with the County Surveyor's approval, be set. The referencing and resetting of any geodetic monument shall be in accordance with the specifications as set forth in Article 4.15d of the SSGCN; traverse stations shall require an accuracy of third order Class I and primary stations and their azimuth marks shall require second order Class I accuracy standards. The surveyor who resets the geodetic monument shall be responsible for the preparation and submittal of all documents necessary for the notification to the Florida Department of Environmental Protection, the County Surveyor, the Alachua County Property Appraiser's Office and any other appropriate governmental agency. This notification shall include, a signed and sealed affidavit with a complete description of the geodetic monument with all its accessories, an accurate how to reach description, date of last station recovery, name of the person recovering monumentation and the address of the recovery party. This work shall all be performed prior to the final inspection and acceptance of the development.
- (g) Should anyone disturb or destroy a geodetic monument, the person(s) responsible shall be fully responsible for the expense of having the monument reset by a Florida registered land surveyor. The County may, at the expense of the person responsible for disturbing the monument, have the County Surveyor reset the geodetic monument in accordance with the specifications set forth in Article 4.15d of the SSGCN.
- (h) Monuments at lot corners that do not require a Permanent Reference Monument (PRM) or Permanent Control Points (PCP) must be set prior to approval of the Final Plat.

ARTICLE XIII ACCESS MANAGEMENT AND STREET NETWORK STANDARDS

Sec. 407.141. Minimum design and construction standards for streets and drainage systems.

The purpose of this Section is to identify street design and construction standards required as a condition of final subdivision approval.

- (a) *Determination of street types.* Street types shall be determined on the basis of the number of vehicle trips per day generated by each type of land use contemplated for the development and on the Alachua County Corridor Design Manual. The number of vehicle trips generated shall be calculated based on the most recent Edition Trip Generation Manual published by the Institute of Transportation Engineers. A trip generation and distribution analysis shall be performed by a transportation professional in accordance with generally accepted engineering practices and shall require approval by the County Engineer. The average daily traffic volumes shall be shown at each approach of every street intersection within the development.
 - (1) The lane width of the proposed streets shall be based upon the projected average daily trips and the standards outlined in Table 407.141.1 and the Florida Greenbook.

- (2) All streets, whether public or private shall be designed and constructed in accordance with the State of Florida Manual of Uniform Minimum Standards For Design, Construction and Maintenance For Streets and Highways, the "Construction and Inspection Standards of the Public Works Department", the Alachua County Corridor Design Manual and these regulations. Typical street section drawings may be obtained from the County Engineer.
- (b) *Excluded facilities.* Access ways, alleys and driveways leading to on-site parking in common areas or to individual lots and private easement roads in rural residential subdivisions with no more than nine (9) lots may be excluded from the definition of a street, provided that the following occur:
 - (1) Estimated average daily traffic does not exceed four hundred (400) trips at full development for multiple-family or one hundred twenty-five (125) trips for single-family detached lots.
 - (2) Appropriate provisions are made for the private maintenance of these areas.
 - (3) These areas serve only those lots adjacent to the common areas or easements.
 - (4) The maximum distance from the public street road to the most distant lot or parking space in the common area or easement as measured along the centerline of the access way or driveway is no greater than one thousand (1,000) feet.
 - (5) For private roads in rural residential subdivisions with no more than nine (9) lots, if the maximum distance from the public road to the most distant parking space in the common area or easement as measured along the centerline of an access way or driveway is greater than one thousand (1,000) feet, the Board will take action on a Preliminary Development Plan in compliance with Article X Development Plan Review. In addition to the requirements in Article X and Section 407.76 the Board may apply the conditions below, as applicable:
 - a. Deed restriction(s) that no further subdivision or clustering of any lot(s) shall be permitted.
 - b. Not further than five (5) road miles from a fire hydrant/station to the most distant lot or if beyond that distance provide a note on the plat stating: "DUE TO THE RURAL LOCATION OF THIS PARCEL AND DEPENDING ON THE STATE OF MAINTENANCE OF ACCESS WAYS, EMERGENCY RESPONSE TIMES MAY BE ADVERSELY AFFECTED, FIRE HYDRANTS ARE NOT AVAILABLE FOR FIRE SUPPRESSION".
 - c. Hard-surfaced material for access way or driveway longer than one thousand (1,000) feet to mitigate deterioration.
 - (6) Such access ways, alleys, driveways and associated parking areas shall meet the existing off-street parking requirements of Alachua County, as well as criteria established in this Article. The minimum width of pavement for this access shall be ten (10) feet for ADT less than two hundred (200) and sixteen (16) feet for ADT greater than two hundred (200).
 - (7) ~~For private~~ internal easement roads, either paved or unpaved, in rural residential subdivisions with no more than nine (9) lots, ~~the road~~ shall have a traveled width of eighteen (18) a minimum LBR of thirty-five (35), two-foot stabilized shoulders and a minimum depth of six (6) inches for the stabilized area. The internal road must have a minimum 20-foot horizontal and 14-foot vertical clearance unless a waiver is approved consistent with the Florida fire prevention code Chapter 18. Private internal roads shall be in an easement or common area not less than forty (40) feet in width. Drainage for private internal roads shall be designed to meet the requirements of this ULDC.
- (c) *Minimum street design specifications.*
 - (1) All streets shall be designed in accordance with the following minimum specifications, as depicted in Table 407.141.1. The Corridor Design manual provides graphical representations of street sections for illustrative purposes only, and in the event of conflict with the text contained in this ULDC, the text shall prevail. The numerous graphics included

herein are intended to give clear direction as to the intent of the street cross-section requirements. The graphic images are intended to supplement and clarify the written text. In the event a graphic image conflicts with written text, the written text shall prevail.

- (2) The street design specifications are typical, and thus may be modified to accommodate special circumstances. Such modifications shall be reviewed and subject to approval by the County Engineer.
- (3) Alternative street designs may be approved by the County Engineer where the design is found to be consistent with the intent of the zoning district and is found to further the design standards included herein.

CHAPTER 408 NONCONFORMITIES

ARTICLE IV NONCONFORMING LEGAL LOTS OF RECORD

Sec. 408.16. Nonconforming legal lots of record.

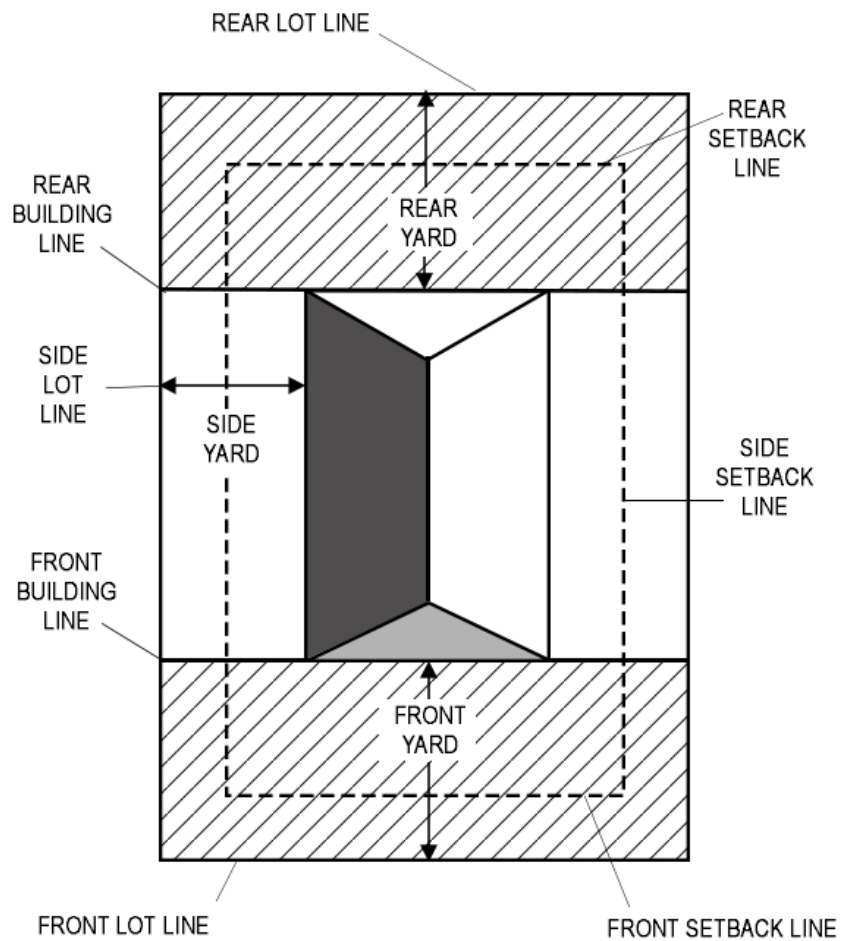
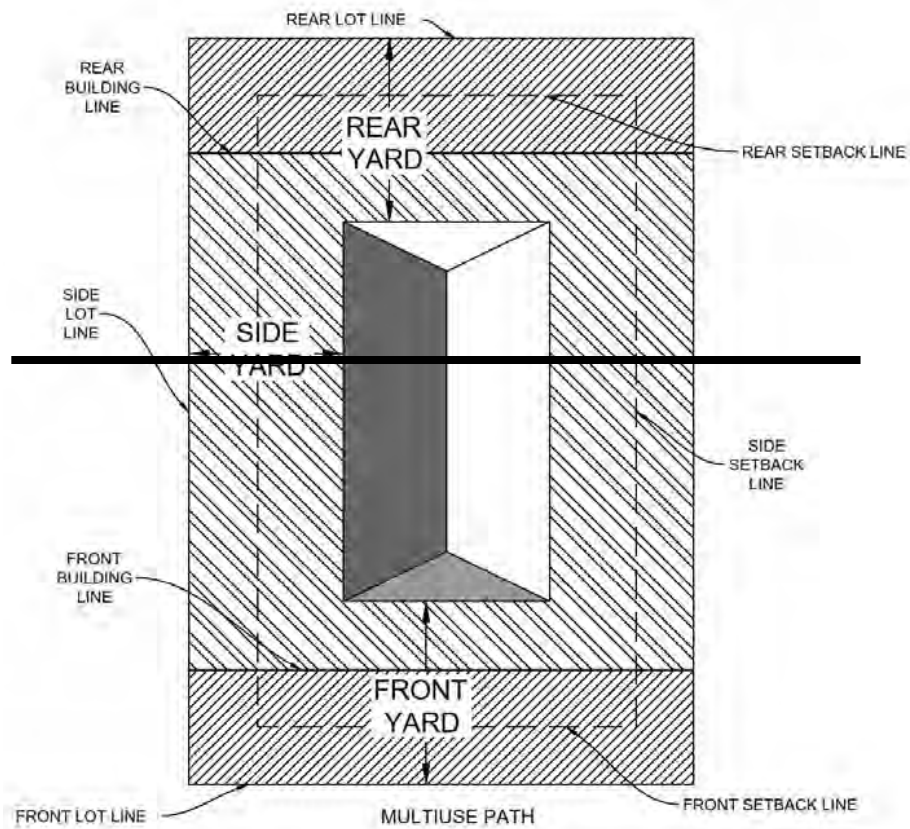
- (a) *Merger.* Where two (2) or more contiguous lots are under the same ownership as of October 2, 1991, the adoption date of the 1991 Comprehensive Plan, and one or more of those lots is nonconforming, such lot or lots shall be combined to form one or more building sites meeting the lot requirements of the zoning district or the Comprehensive Plan land use designation in which they are located as best possible, except in cases where such nonconforming legal lots of record are determined to be vested under the provisions of Chapter 402, Article XXVII, Vested Rights, of this ULDC. Legal lots of record created from a parent parcel tract as a lot split in accordance with Subsection 407.73(f) and prior to October 2, 1991, shall be exempt from this merger provision provided that the lot or lots are located in the rural/agriculture land use designation and were not part of a recorded plat.
- (b) *Dwellings on nonconforming legal lots of record.* A building permit may be issued for a single-family dwelling or a manufactured home on any legally created nonconforming lot of record provided that such use is permitted, and that the requirements of the zoning district in which the lot is located are met.
- (c) *Exception for legally created nonconforming agricultural lots.* An administrative exception to the current standards of the zoning districts found in these regulations may be granted by the zoning administrator for dwellings (including manufactured homes and mobile homes meeting inspection and certification requirements found in Chapter 404) and any associated accessory buildings on agricultural zoned lots that became legally nonconforming on September 28, 1992, the date of the previously amended land development code, or residential lots administratively rezoned to Agriculture, or Family Homestead Exceptions, subject to the following standards unless platted, and then a re-plat may be required:

CHAPTER 410 DEFINITIONS

ARTICLE III DEFINED TERMS

Building area: That area within and bounded by the building setback lines. ~~established by required yards and setbacks, or that area illustrated on an approved plat.~~

Building line: A line formed by the face of a building that is used to establish a yard for a building or structure. Building lines may be defined as front, rear, interior side, or street side.



Setback: The required minimum distance between the lot line and the exterior vertical wall of a building or structure. ~~Unless otherwise provided for within the ULDC, setbacks shall be measured from the property line to the exterior vertical wall of a building or structure as opposed to the foundation.~~

Lot of record:

- (a) *A lot that is part of a documented subdivision, the map of which has been recorded in the office of the Clerk of the Circuit Court;*
- (b) *A lot ~~or~~ parcel of land described by metes and bounds, the description of which has been recorded in the office of the Clerk of the Circuit Court, consistent with and in compliance with land development regulations in effect at the time of said recording;*
- (c) *A lot created by a separate legal description where a building permit has been issued for residential purposes; or*
- (d) *Lots created by either the County Commission or Board of Adjustment of Alachua County.*

Parent ~~parcel tract~~: A lot of record that existed on October 2, 1991, the date of the Alachua County Comprehensive Plan adoption, or a parcel of land fronting on a public road and divided by an easement road approved by variance to Road Ordinance 18 prior to May 7, 1992.

Parking space: An area specifically and permanently designated for the off-street parking or storage of vehicles that complies with the ~~minimum~~ parking design standards.

Yard, front: The yard extending across the full width of the lot, extending from the front lot line to the front building line ~~as established by the zoning district designation.~~

Yard, rear: The yard extending across the full width of the lot, extending between the rear lot line and the rear building line ~~as established by the zoning district designation.~~

Yard, side: The yard extending between a side lot line and the side building line ~~as established by the zoning district designation.~~



Agenda Item Summary

File #: 25-00210

Agenda Date: 3/4/2025

Agenda Item Name:

Presentation of a proclamation declaring March 23rd through March 29th, 2025 as World Masters Athletic Week in Alachua County Florida

Presenter:

County Commissioner

Description:

A Formal Announcement or declaration to raise awareness about important issues or causes impacting Alachua County

Recommended Action:

Read and present the proclamation

Prior Board Motions:

N/A

Fiscal Note:

N/A

Strategic Guide:

Social and Economic Opportunity

Background:

N/A

Alachua County Florida

A Proclamation

**Declaring March 23rd through March 29th, 2025, as
“World Masters Athletics Week”
in Alachua County, Florida**

Whereas, World Masters Athletics is an international federation that has served athletes globally since 1977 and is headquartered in Monaco; and

Whereas, World Masters Athletics promotes premier athletic events for athletes ages thirty-five and over, of all abilities and encourages their passion for active, healthy competition, global camaraderie, and celebratory spirit; and

Whereas, World Masters Athletics is dedicated to encouraging friendship, understanding, and cooperation through masters athletics; and

Whereas, on January 10, 2024, the World Masters Athletics announced Alachua County, Florida as the first indoor host community in the United States of America, awarding the 10th edition of the World Masters Athletics Indoor Championships on March 23-30, 2025; and

Whereas, World Masters Athletics introduced Alachua County, Florida as an international stage for thousands of athletes, national delegates, and guests from 99 countries to take part in a global gathering celebrating the achievements of the human body, mind, and spirit.

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim March 23rd through March 29th, 2025, as “World Masters Athletics Week” in Alachua County, Florida.

Duly proclaimed this 25th day of March, A.D., 2025.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY FLORIDA

By: _____
Charles S. Chestnut, IV, Chair

ATTEST:

J.K. “Jess” Irby, Esq.



Agenda Item Summary

File #: 25-00190

Agenda Date: 3/25/2025

Agenda Item Name:

988 Suicide and Crisis Lifeline Network Agreement with Vibrant Emotional Health, Inc.

Presenter:

Alexandra "Ali" Martinez

Description:

Operating Agreement with Vibrant Emotional Health, Inc. with terms and conditions governing how the Alachua County Crisis Center will fulfill the requirements to answer calls originating from 988. There is no cost associated with the agreement.

Recommended Action:

Approve the 988 Suicide and Crisis Lifeline Network Agreement with Vibrant Emotional Health, Inc. and authorize the Chair to execute it.

Prior Board Motions:

n/a

Fiscal Note:

There is no cost associated with the agreement.

Strategic Guide:

Social and Economic Opportunity

Background:

Vibrant Emotional Health, Inc. administers the 988 Suicide & Crisis Lifeline Network in accordance with the Saving Lives in America: 988 Quality and Services Plan published by United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration ("SAMHSA"). The Alachua County Crisis Center is one of the original Lifeline network members and has been answering Lifeline calls prior to the establishment of 988. 988 has brought forth a number of new requirements and challenges which has resulted in a new Lifeline agreement. Vibrant Emotional Health, Inc. has worked closely with us to develop an agreement unique to Alachua County. Many of the new provisions for 988 are embodied in policies and procedures which are still being developed in close consultation with the Centers across the country.

Vibrant Emotional Health, Inc.
The 988 Suicide & Crisis Lifeline Network Agreement

This 988 Suicide and Crisis Lifeline Network Agreement (the “Agreement”) is made as of November 1, 2024 (“Commencement Date”), by and between The Mental Health Association of New York City, Inc., d/b/a Vibrant Emotional Health, Inc. (the “Administrator”) and Alachua County (the “Center”). The Administrator and the Center shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, the Administrator administers the 988 Suicide & Crisis Lifeline Network (the “Network” or “Lifeline”) in accordance with Saving Lives in America: 988 Quality and Services Plan published by United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (“SAMHSA”) (the “Grant”);

WHEREAS, the Center is a sub-recipient of funds from state, territory, or other third-party organization(s) to provide various crisis intervention contact center services, subject to various terms, which may include, but are not necessarily limited to, the Saving Lives in America: 988 Quality and Services Plan, or those required of federal grant recipients under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) and as implemented by federal agencies, such as the U.S. Department of Health and Human Services at 45 C.F.R. Part 75 (collectively referred to herein as the “Uniform Guidance”);

WHEREAS, the Administrator seeks crisis intervention contact center services to support the Network efforts under the Grant;

WHEREAS, the Center desires to provide crisis intervention contact center services to the Administrator in support of the Network;

WHEREAS, the Administrator and the Center desire to set forth their mutual rights, duties, and obligations regarding the Center’s support of the Network;

WHEREAS, the Agreement is considered the baseline standard for centers to be part of the Lifeline Network, and as Centers can be sub-recipients of funds from states, producing requirements contained in contracts or agreements between the state and the Center, the state to Center requirements may be beyond or “above” what is required in this agreement, superseding the minimum of those contained herein, but may not be less restrictive or nullify any of the requirements contained herein; and

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **Role of the Center.**

(a) **Respond to Contacts.** The Center shall operate a crisis intervention hotline and/or crisis chat and text service within the Network. The Lifeline shall be connected to a toll-free telephone number and/or chat and text line administered and maintained by the Administrator. Through the Network, the Center shall respond to calls, texts, or chats (the “Contacts”) from individuals within a specific geographic coverage as set forth in Exhibit 1(a)), which is hereby incorporated into this Agreement, (the “Designated Area”). A Contact from outside the Designated Area (“Outside Area”) may be routed to the Center based upon the routing protocol of the Network. The Center shall respond to Contacts to attempt to prevent suicides and de-escalate crisis situations and shall provide information relating to community resources within the area where the individual sending the Contact is located, as deemed appropriate by the Center.

(b) **Modification of Designated Area.** Upon notice and in consultation with the Center and the state or territory, The Administrator shall have the right to modify the Designated Area, provided that any such modification shall be reasonable in view of the general catchment area of the Center, the needs of the Network, and the future addition or removal of other participating crisis centers (“Participating Centers”) to or from the Network, in an attempt to prevent suicides and de-escalate crisis situations. In addition, the Center shall provide Contacts with information relating to community resources within the Designated Area or Outside Area identified by the Contact, to the extent deemed appropriate by the Center.

(c) **Contacts Outside of Designated Area.** The specific geographic coverage area of Network Contacts to be directed to the Center shall be as set forth on Exhibit 1(a), annexed hereto and made a part hereof, (the “Designated Area”). A Contact from outside the Designated Area (“Outside Area”) may be routed to the Center based upon the routing protocol of the Network. The Center shall respond to Contacts reaching the Center within the Designated Area and shall make referrals to community resources within the Designated Area or Outside Area to the extent deemed appropriate by the Center

(d) **Transfers.** In the event that the Center is required to provide service via phone for a caller who is physically located outside of the Designated Area, the Center may “warm” transfer the contact to a Network Center in the caller’s location for any needed localized resources and referrals. Any warm transfer must follow the 988 Lifeline’s warm transfer guidelines and take place after crisis counseling has been provided and the immediate risk is de-escalated. In the event that a Center is required to provide national-level service via chat or text, the Center shall follow Vibrant’s policies, as defined in Section 1(g) below.

(e) **Hours of Operation.** The Center shall operate during hours mutually agreed upon by Center, the state or territory, and Vibrant, depending on the services offered by the Center and Network volume.

(f) **Telephone Number.** The telephone number to be utilized by the Center for incoming Contacts is set forth in Exhibit 1(c), which is hereby incorporated into this Agreement.

(g) **Non-Exclusive Basis.** The Center shall participate in the Network on a non-exclusive basis. In its sole discretion, the Center may participate in other arrangements similar to the Network. The Center acknowledges and agrees that such participation, if any, shall not in any manner interfere with the Center's performance under this Agreement or the Center's ability to satisfy its duties and obligations hereunder. In the event the Center participates in other arrangements, the Center must i) ensure all Center Staff performing services under this Agreement are adequately skilled and trained to handle matters under this Agreement; ii) ensure all Center Staff performing services under this Agreement comply with the terms of this Agreement; iii) provide equal opportunity to answering Contacts as it provides to non-Network interactions; and iv) meet any full-time equivalent requirement, if permissible by the applicable funding agreement, by reasonably and consistently allocating and recording Center Staff time to aggregately meet such requirement. Moreover, as reasonably requested by Vibrant, the Center shall provide documented information regarding the Center's reasonable and consistent allocation of effort, costs, and resources as it relates to its past and future efforts under this Agreement as compared with other programs, projects, cost objectives, etc.

(h) **Compliance With Applicable Requirements.** In connection with its participation in the Network and its performance hereunder, the Center shall comply with:

(i) all policies and procedures (the "Policies") that are developed by Vibrant and a) set forth in Attachment I, or b) posted to the Network Resource Center (NRC), or other Vibrant-hosted portals, both of which are hereby incorporated by reference into this Agreement, as may be modified by Vibrant, in its sole discretion, from time to time. Any modifications to the Policies made by Vibrant shall be implemented no earlier than ninety (90) days following notice to the Center of such modification; provided, however, that if such modification relates to matter(s) requiring emergency action, as determined by Vibrant in its sole and absolute discretion, then the foregoing notice requirement shall not apply;

(ii) all Federal, state, territory, and local statutes, rules, regulations, and ordinances applicable to the Center and its operations and services, including future amendments by relevant governmental authorities; and

(iii) all requirements of governmental authorities applicable to the Center and its operations and services not included in paragraph (h)(ii) above, including future amendments by relevant government authorities.

(i) **Cooperation With Government Authorities.** The Center shall cooperate with Vibrant with respect to compliance with any requests or requirements of governmental authorities in connection with the Grant or the operation of the Network. The Center shall cause its employees and other staff (collectively, "Center Staff") to comply with all applicable terms and provisions of this Agreement.

(j) **Written Guidelines.** Without limiting any other provision of this Agreement, the Center shall maintain its own written guidelines (the "Center Guidelines") addressing the manner in which Center Staff shall respond to Contacts and adhere to this Agreement and such Center Guidelines in connection with its participation in the Network. The Center Guidelines shall specifically address the manner in which the Center shall respond to and assist Contacts determined to be a danger to themselves or to others (as described in Attachment II of the Policies). The Center Guidelines shall neither conflict with this Agreement nor any Policies or attachments or exhibits incorporated by reference.

(k) **Exclusive Control of Advice and Services.** Notwithstanding any other provision of this Agreement, the Center, at all times, shall be and remain solely and exclusively responsible for, and in control of, all aspects of the provision of advice and services to contacts and the manner in which the Center responds to Contacts. Nothing in this Agreement shall be deemed in any manner to require the Center to engage in any actions inconsistent with the judgment of the Center or the Center Staff, or with any applicable professional opinions or responsibilities of the Center Staff.

(l) **Record Retention.** Centers must maintain all contact records for a minimum period of three (3) years. It is the responsibility of the center to create policies and procedures for the safe storage and access of contact records, along with appropriate destruction of records following the required maintenance period. As applicable, centers must create policies and procedures for the safe storage and access of recordings and transcripts, along with appropriate destruction of such recordings and transcripts following the required maintenance period. Centers must ensure compliance with all applicable state and federal laws. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the three-year period, whichever occurs later. All such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

(m) **Access To Records.** The Center shall provide Vibrant, SAMHSA, and any delegate or duly authorized agent thereof, access to any books and records relating (directly or indirectly) to the Center's activities under this Agreement: (i) during regular business hours and upon prior notice; and (ii) to the extent such access is necessary to comply with regulatory requirements.

2. Role of the Administrator.

(a) **Coordination.** The Administrator shall coordinate the Network by arranging for and optimizing Network coverage, maintaining the technical infrastructure of the Network

(including the routing system), providing Center outcome data, technical assistance, and other support to the Center, and facilitating communications between the Center and other Participating Centers. The Administrator shall also provide access to core clinical online self-paced training courses and other training opportunities and resources to the Center. The Administrator shall engage in reasonable efforts to provide the Center with prior notice of any marketing or promotional activities of the Network likely to affect the volume of calls to the Center's 988 Lifeline.

(b) **Criteria.** Without limiting any other provision of this Agreement, the Administrator shall develop, and share with the Center, criteria, such as best practices standards, applicable to the receipt and processing of Lifeline Contacts and participation in the Network.

(c) **Committees.** The Administrator shall establish a series of committees, which shall be responsible for reviewing and making recommendations to the Center regarding various aspects of Network and Center operations. Representatives of the Center will be eligible candidates to serve on these committees.

(d) **Communications among Centers.** The Administrator shall coordinate, or cause to be coordinated, communications, discussions, and joint activities between the Center and other participating Centers, SAMHSA, the National Association of State Mental Health Program Directors, and other relevant stakeholders, in furtherance of the activities and goals of the Network.

(e) **Monthly Information.** The Administrator shall provide or otherwise make available to the Center monthly information summarizing the number of Contacts being forwarded to the Center through the Network and other standardized reports. Vibrant may make such information available to the Center electronically through the maintenance of a website to which the Center shall be provided access, or by any other means selected by Vibrant in its sole and absolute discretion. This information will also be available to the state(s) or territory(ies) based upon the Network routing protocol.

3. Additional Services.

(a) **The Center's Scope of Services.** The Parties acknowledge and agree that:

(i) the services to be provided by the Center under this Agreement and any subrecipient agreement are limited to call center, chat, and online communication services provided by the Center in connection with the Network. All amendments or subrecipient agreements executed by the Parties, if any, are incorporated by reference. Any ambiguities between this Agreement and amendments or subrecipient agreements shall be immediately brought to the attention of both Parties for negotiation. Resolution of the conflict between agreements shall be clarified through the execution of a written amendment, signed by both parties, to both conflicting agreements;

(ii) any services not specifically identified herein or any subrecipient agreement including, without limitation, the provision of professional medical, psychiatric, psychological, or other health care services (collectively, "Health Care Services"), are outside the scope of this Agreement; and

(iii) neither the Administrator nor the Network shall have any role, involvement, responsibility, or liability whatsoever with respect to any Health Care Services provided by the Center as defined above.

(b) **Additional Services.** In addition to the services and functions described in Sections 1 and 2, the Parties may agree to additional services and functions in connection with this Agreement from time to time, which will be described in a separate agreement ("Subnetwork Agreement"), which may be amended from time to time by the Parties as evidenced by the delivery and acceptance of a new Subnetwork Agreement. Terms and conditions in any Subnetwork Agreement shall supersede any conflicting terms and conditions in this Agreement solely with respect to the specific services and functions described therein.

4. Respective Responsibilities.

(a) **Business and Operating Costs.** Except as otherwise specifically set forth in this Agreement, each Party shall be solely and exclusively responsible for its own business and operating costs and expenses, including, without limitation, the payment of salaries and other compensation to its own employees and staff. Nothing in this Agreement is intended to create, nor shall be deemed or construed to create, any joint venture, employment, partnership, or any other relationship between the Parties hereto, and, as applicable, their respective members, shareholders, officers, directors, managers, trustees, employees, and contractors, other than that of independent contractors, and neither of the Parties or, as applicable, their respective officers, directors, trustees, members, managers, shareholders, employees, and contractors, shall be construed to be the agents, employees, officers, directors, trustees, members, managers, shareholders, or representatives of the other solely by virtue of this Agreement or the arrangements described herein. Neither Party shall have the authority to obligate or otherwise bind the other Party to any agreement, obligation, or arrangement, in any manner, except as otherwise specifically set forth in this Agreement.

(b) **Network Maintenance Costs.** Vibrant shall be solely and exclusively responsible for all costs and expenses relating to the maintenance and operation of the Network (exclusive of the costs and expenses of the Center relating to the maintenance and operation of the Center's Lifeline), including, without limitation, the costs of responding to Contacts through different modalities. While Vibrant maintains the Network infrastructure, the Center is responsible for the creation and maintenance of equipment and infrastructure that facilitates access to and participation in the Network. The Center shall implement cyber security protections as suggested and/or required by SAMHSA, as provided in Exhibit 2, and any future modifications made by SAMHSA.

5. Term and Termination.

(a) **Term.** This Agreement shall begin as of the Commencement Date and shall continue in effect through June 30, 2025 unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year terms thereafter unless either Party provides written notice to the other, at least thirty (30) days prior to the end of the initial or any subsequent term, of its intention not to renew.

(b) **Termination by Either Party.** Either Party may terminate this Agreement at any time, for any or no reason, upon the provision of at least thirty (30) days prior written notice to the other Party. Either Party may terminate this Agreement immediately in the event of: (i) the dissolution, cessation of operations, bankruptcy, or insolvency of the other Party, or (ii) a material breach, default, or misrepresentation by the other Party with respect to any of the terms or provisions of this Agreement that is not cured within twenty (20) days following notice by the terminating Party to the other Party specifying the nature of the breach, default or misrepresentation.

(c) **Vibrant's Right to Terminate.** Vibrant may terminate this Agreement immediately upon the occurrence of any of the following: (i) the termination of the Grant, (ii) the failure or lack of public or private funding sufficient, in the sole and absolute discretion of Vibrant, to sustain the activities, operations or mission of the Network, or (iii) a request for such termination by any governmental agency or authority. Under no circumstances shall Vibrant be liable to the Center for any costs incurred by the Center for the termination of this Agreement.

6. Use of Names.

(a) **Permitted Use by Vibrant.** When necessary, to disclose required information pursuant to the Confidentiality provisions in Section 8 below, Vibrant may utilize or disseminate the name of the Center, or any other information or materials identifying the Center to respond to legitimate governmental requests, required disclosures for legal process (subpoenas, court orders, warrants, etc.) or grant administration.

The Administrator shall not utilize or disseminate the name of the Center, or any other information or materials identifying the Center, in connection with the marketing, informational, research, and promotional activity, except for the advancement of the 988 Network and Services. This in no way limits the Administrator's ability to disseminate aggregated data at a regional, state, territory, or national level without the consent of the Center.

(b) **Permitted Use by the Center.** The Center may, to the extent consistent with the Policies (including, without limitation, any policies applicable to the use of logos or graphics involving the Network), refer to its status as a participating Center in connection with its marketing, informational, or promotional activities. In addition, with the prior written consent of the Administrator, the Center may use the Administrator's name, logo, or any other information or material identifying Vibrant or the Network for marketing or development purposes.

7. Insurance and Indemnification.

(a) **Insurance.** The Center is self-insured and maintains general and professional liability insurance applicable to its operations, which insurance shall include, without limitation, coverage for the actions and omissions of the Center as a participant in the Network hereunder and coverage with respect to services to be rendered in response to Contacts. Such insurance and the applicable carrier(s) shall be reasonably acceptable to Vibrant. Such insurance shall, at a minimum, include coverage for claims which are incurred during the term of this Agreement but which arise after the expiration or termination of this Agreement and shall have minimum limits as set forth in Attachment II of the policies. Copies of such policies, or other reasonable evidence of the existence and terms of coverage, shall be provided to Vibrant by October 31 of each year. Such insurance shall provide coverage for all Center Staff participating in the Network on behalf of the Center or otherwise providing services to Callers or online users.

(c) **Indemnification by the Center.** To the extent permissible under Florida's Sovereign Immunity law, Center shall indemnify and hold harmless the Administrator, and its members, directors, officers, agents, employees, contractors, and representatives, from and against any and all liabilities, claims, losses, lawsuits, judgments, costs, and expenses (including, without limitation, reasonable attorney's fees) arising out of or resulting from: (i) the negligence or misconduct of the Center, or any of its, officers, employees, agents, , or representatives (including, without limitation, the Center Staff) in connection with the Center's obligations hereunder, (ii) any breach or default by the Center or the Center Staff of any of the terms or provisions of this Agreement, and (iii) any misrepresentation by the Center hereunder. This provision does not act as a waiver of the provisions of Sec. 768.28, Fla. Stat. and the limitations set forth therein.

(d) **Indemnification by Administrator.** The Administrator shall indemnify and hold harmless the Center, and its members, shareholders, directors, officers, agents, employees, contractors, and representatives, from and against any and all liabilities, claims, losses, lawsuits, judgments, costs and expenses (including, without limitation, reasonable attorney's fees) arising out of or resulting from: (i) the gross negligence or willful misconduct of Vibrant, or any of its members, directors, officers, employees, agents, contractors, or representatives, in connection with Vibrant's obligations hereunder, (ii) any breach or default by Vibrant of any of the terms or provisions of this Agreement, and (iii) any misrepresentation by Vibrant hereunder.

8. Confidentiality.

(a) **Confidential Information.** Confidentiality of each Party's information. The Parties acknowledge that the Center is a division of a political subdivision of the State of Florida and is bound by the public records law of the State of Florida. Florida law provides that certain documents regarding this agreement may be considered "Trade Secrets" and made exempt from the public records requirements of Florida law. In order to assist the Center in meeting the requirements of this provision the Administrator will advise the Center or otherwise clearly mark the documents it believes are protected under Florida or Federal law. The Parties acknowledge and agree that all non-public documents, materials and information of the other obtained by them in connection with the performance or furtherance of this Agreement (the "Confidential Information") shall be maintained on a

Vibrant Emotional Health/988 Suicide & Lifeline Network Agreement 8

confidential basis, and shall not, at any time following the Commencement Date, be used, communicated, disclosed or disseminated in any manner whatsoever, whether directly or indirectly, other than in the furtherance of this Agreement and with the prior written consent of the other Party. Notwithstanding the foregoing, the Parties may disclose Confidential Information as may be required or permitted by law or by applicable governmental or judicial authorities (subject, to the extent reasonably practicable, to the provision by the disclosing Party to the other Party of prior written notice

specifying the circumstances surrounding the proposed disclosure, for the purpose of permitting the other Party to object to the disclosure). Particular Confidential Information may also be disclosed to the extent it becomes obtainable or otherwise ascertainable from public sources other than as a result of a breach of this Agreement. The Parties acknowledge and agree that Confidential Information shall be deemed to include, without limitation: (i) non-public information and materials regarding the finances, operations, funding, and personnel of the other Party, and (ii) any and all Policies of Vibrant.

(b) **Confidential Contact Information.** Subject to section (a), The Center acknowledges and agrees that, in connection with the performance or furtherance of this Agreement, the Center may receive or have access to information provided by or at the direction of a Contact (such information, "Contact Confidential Information") that: (i) identifies or can be used to identify an individual (including names, signatures, addresses, telephone numbers, email addresses and other unique identifiers); or (ii) can be used to authenticate an individual. All Contact Confidential Information shall be maintained on a confidential basis, and shall not be used, communicated, disclosed or disseminated in any manner whatsoever, whether directly or indirectly, other than in the furtherance of this Agreement and with the prior written consent of the Contact. Notwithstanding the foregoing, the Center may disclose Contact Confidential Information as may be required by law or by applicable governmental or judicial authorities (subject, to the extent reasonably practicable, to the provision by the Center to the Contacts of prior written notice specifying the circumstances surrounding the proposed disclosure, for the purpose of permitting the Contact to object to the disclosure).

(c) **Breach of This Provision.** The Parties acknowledge and agree that: (i) any breach by a Party of the foregoing provisions of this Section will cause irreparable injury and damage to the other Party which cannot be adequately compensated for by money damages, and (ii) in the event of such breach, the non-breaching Party shall be entitled to equitable relief as a non-exclusive remedy. The Parties intend for the provisions of this Section 8 to be enforced to the fullest extent permissible in each jurisdiction in which enforcement is sought. In the event a provision of this Section 10 shall be adjudicated to be invalid or unenforceable for any reason by a court of competent jurisdiction, then the provision shall be construed by limiting the provision so as to be enforceable to the fullest extent permissible in the applicable jurisdiction, without invalidating the remainder of this Agreement or affecting the validity or enforceability of the provision in any other jurisdiction. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason.

(d) The parties acknowledge that through the operation of this agreement that they will come into the possession of information protected through the laws referred to as HIPAA, SAMHSA and Florida law regarding patient privacy. To the extent those laws require personal health information and personal identifying information of patients and other individuals to be protected, the parties agree to follow those laws.

(e) Confidential Information. During the term of this Agreement, Vibrant may claim that some of its information, including, but not limited to, software documentation, manuals, written

methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary by Vibrant in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida’s public record laws. Vibrant shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Vibrant. County will promptly notify Contractor in writing if the County receives a request for disclosure of Vibrant’s Confidential Information. Vibrant may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Vibrant shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Vibrant’s Confidential Information in a manner not contemplated by this Agreement. Vibrant shall investigate, handle, respond to, and defend, at Vibrant’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Vibrant shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys’ fees, costs and expenses. If Vibrant is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Vibrant shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Vibrant releases the County from claims or damages related to disclosure by the County.

9. Miscellaneous.

(a) **Assignment; Transfer.** This Agreement shall be binding upon and shall ensure to the benefit of the Parties and their respective successors and permitted assigns. Unless otherwise authorized in this Agreement, the Center’s rights, duties, and obligations hereunder may not be assigned or delegated by either Party, whether by contract, merger (whether that Party is the surviving or disappearing entity), consolidation, dissolution or otherwise, without the prior written consent of the other. If Vibrant has consented to such an assignment or

(b) delegation by the Center, then the Parties shall execute a consent in the form of Exhibit 4 hereto. If the Center proposes to change its name, then the Center shall execute and deliver a notice to Vibrant in the form of Exhibit 5 hereto. Vibrant may assign its rights, duties, and obligations to a successor through contract, merger, consolidation, dissolution, or otherwise by giving notice to the Center.**Amendment.** This Agreement may be amended by the Parties only pursuant to a written instrument signed by both Parties.

(c) **Captions.** The titles and captions of this Agreement are included only as a matter of convenience, and shall not affect the interpretation of any provision hereof.

(d) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but when taken together shall constitute one instrument. This Agreement shall be effective only when signed by both Parties.

(e) **Integration.** The making, execution and delivery of this Agreement by the Parties have not been induced by any representations, statements, warranties or agreements other than those expressed in this Agreement. This Agreement, together with any schedules, exhibits, and attachments, supersedes all previous agreements and embodies the entire understanding of the Parties regarding the subject matter herein, and there are no other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter of this Agreement, except as may be referenced in this Network Agreement. The Parties may enter into from time to time subrecipient agreements for specialized activities beyond the scope of this Agreement.

(f) **No Third Party Rights.** Except as otherwise specifically set forth herein, this Agreement shall only be binding upon, and inure to the benefit of, the Parties hereto and their respective successors-in-interest and permitted assigns.

(g) **Notices.** Except as otherwise expressly provided for hereunder, all notices under this Agreement shall be in writing and shall be delivered or sent to a Party to the contact address, email address or facsimile telephone number set forth on the signature page hereof (or such other address requested by a Party in accordance with this paragraph). Except as otherwise specifically provided in this Agreement, any notices given hereunder shall be deemed to have been duly given: (i) on the date received if personally delivered, (ii) four (4) days after

being sent by mail, postage prepaid, (iii) the date of the delivery receipt, if sent by registered or certified mail, postage prepaid, (iv) one (1) business day after having been sent by a recognized overnight courier service, (v) the day of transmission if sent by email and (vi) the day of transmission if sent by telephone facsimile.

(h) **Partial Invalidity.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable statutes and regulations. However, if for any reason any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, such action shall not affect any other provision of this Agreement. In such event this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

(i) **Waiver of Right.** No waiver of or failure by a Party to enforce any term or provision of this Agreement shall be construed as a subsequent waiver of the same term or provision, or as a waiver of any other term or provision. No extension of time for performance of any obligations or acts hereunder shall be deemed an extension of the time for performance of any other obligations or acts.

(j) **Construction of Agreement.** Each Party and their respective counsel have had the opportunity to participate fully in the review of this Agreement. In interpreting this Agreement, any rules of construction that favor the non-drafting Party shall not apply.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the date first set forth above.

Vibrant: The Mental Health Association of New York City, Inc., d/b/a Vibrant Emotional Health

By: 
Alison Lewis (Mar 3, 2025 15:32 EST)

Name: Alison Lewis

Title: Chief Operating Officer

Date: Mar 3, 2025

Address: 80 Pine Street 19th floor New York, NY 10005

The Center:

By: _____

Name: Charles "Chuck" Chestnut, IV

Title: Chair

Date:

Address: 12 SE 1st Street

Additional Contact Information for notices and materials to be forwarded pursuant to this Agreement:

Email Address: amartinez@alachuacounty.us

Facsimile Telephone: 352-264-6703

Mailing Address: 218 SE 24th Street, Gainesville, FL 32641

EXHIBIT 1(a)
Designated Area

Coverage over a specific geographic region for specified times must be accomplished. Coverage boundary determinations for local response are made by county, area code, zip code, or state in collaboration with the 988 Lifeline Administrator, centers, and State, Territory, or Tribal authorities.

Any changes will be documented in the Vibrant's routing system.

At the time of this agreement, the following is the designate coverage area:

Calls:

*Primary: Alachua, Bradford, Citrus, Dixie,
Flagler, Gilchrist, Lafayette, Lake, Levy,
Marion, Sumter, Union , Volusia*

Backup: N/A

Subnetwork: N/A

Chat/Text: N/A

Videophone: N/A

EXHIBIT 1(b)
Hours of Operation

Calls: Primary, Backup, Subnetwork or Not Applicable

Day	Open	Closed
Monday	Primary 24/7 365	
Tuesday	Primary 24/7 365	
Wednesday	Primary 24/7 365	
Thursday	Primary 24/7 365	
Friday	Primary 24/7 365	
Saturday	Primary 24/7 365	
Sunday	Primary 24/7 365	

Chat/Text: Local, National or Not Applicable

Day	Open	Closed
Monday	Not Applicable	
Tuesday	Not Applicable	
Wednesday	Not Applicable	
Thursday	Not Applicable	
Friday	Not Applicable	
Saturday	Not Applicable	
Sunday	Not Applicable	

Video Phone: Local, National or Not Applicable

Day	Open	Closed
Monday	Not Applicable	
Tuesday	Not Applicable	
Wednesday	Not Applicable	
Thursday	Not Applicable	
Friday	Not Applicable	
Saturday	Not Applicable	
Sunday	Not Applicable	

EXHIBIT 1(c)
988 Lifeline Telephone Number

Termination Number: 352-264-6793

The Center attests that the supplied termination number is a dedicated and unique line for receiving 988 Lifeline calls in order to better aid the Center and 988 Lifeline Administrator with data collection and quality assurance measures.

Center: (Initial) _____

EXHIBIT 2

SAMHSA CYBERSECURITY REQUIREMENTS FOR 988*

The following is an outline of SAMHSA requirements for 988 crisis centers to ensure cybersecurity standards and protections are in place to protect 988-related infrastructure and user information. All centers participating in the 988 Network must evaluate and utilize the requirements and language below.

All external systems and platforms also must ensure the following conditions are met as applicable:

- Centers should adopt essential practices consistent with [HHS Cybersecurity Performance Goals](#).
- Centers must have formal information security and privacy policies, refreshed annually and/or when there is a change, and be able to provide a copy of their policies upon request, including a security assessment plan. These policies should cover all business geographies and functions including subcontractors.
- Staff must complete annual cybersecurity and privacy awareness training and maintain records of staff and contractors completing such training.
- Centers must ensure each product or workstream will have a tested incident response plan updated annually and a crisis communications plan for real-time communication flow and incident reporting procedures.
- Centers must ensure continuous monitoring and annual penetration testing to determine security and privacy controls are operating as intended.
- Centers must ensure the protection of all data and information through standards for encryption and the use of multi-factor authentication.
- Centers must have a plan to implement and test backup solutions regularly by channel, which minimizes the amount of cutover time.
- Centers must have a web application firewall to protect web applications from a variety of application layer attacks.
- Centers using any external technology must ensure consistent experience and privacy for the person in crisis per Lifeline standards and not introduce features that introduce preventable variability in response.
- Centers must ensure that any cloud service provider has an established service-level agreement that defines performance metrics, how they will be monitored, and penalties for failure to meet them, as well as data lifecycle management, and roles, responsibilities, and reporting requirements.
- Centers must ensure user information is protected commensurate with determined risk levels and protect records about individuals retrieved by personal identifiers such as a name, social security number, or other identifying number or symbol.
- Centers must conduct an annual business continuity analysis that can identify and address other opportunities to improve incident management and communications plans.
- Centers must maintain an inventory of information system assets, refreshed annually, that document the identification, ownership, usage, location, and configuration for each asset.
- Given the critical importance of the privacy of people who are reaching out for crisis support, the center must ensure that the personal information collected is not disclosed or shared with tracking technologies without the individual's documented informed consent.
- Centers should have a third-party risk management program that reviews third party software products and services purchased and deployed in the contact centers network. Centers should

conduct risk assessments prior to deploying new software in their network and set expectations for clear cyber incident reporting from third party vendors from which they purchase and deploy products.

- Centers must ensure appropriate staff or sub awardees who can implement best infrastructure and site reliability practices
- Centers must use automated tools where possible to manage system vulnerabilities (could include automatically downloading and installing operating system patches)
- Centers must manage security risk for which centers are responsible in accordance with specific timeframes
- Centers must maintain records management schedules

Centers must ensure appropriate staff or sub awardees who can implement best infrastructure and site reliability practices, safeguard information and information systems in accordance with the identified level of risk and report any discovered or unanticipated threats (recommended to be an hour or less) to the 988 Lifeline Administrator.

Ensure that any cloud service provider has an established service level agreement that defines performance metrics, how the service provider will be monitored, and penalties for failure to meet performance metrics, as well as data lifecycle management, and roles, responsibilities, and reporting requirements.

Support Records Management requirements during the period of performance. It is recommended that the vendor pattern record retention and disposition actions in accordance with one of the two Retention Schedules:

[Enhanced 911 \(archives.gov\)](#)

[Suicide Prevention Data Center Records \(archives.gov\)](#)

Ensure that all records retention and disposition actions are discussed and concurred with Tribal Authorities for regions where the vendor platform operates.

**Edited to fit this agreement*

EXHIBIT 3

Provisional Status

Special Provisions Incorporated by Reference.

A. Section 5(a) of the Network Agreement shall be deleted and replaced with:

- (a) In the event that at least thirty (30) days prior to the expiration of this initial term, Vibrant gives notice of an offer for renewal, including any and all applicable terms and conditions thereof, and the Center accepts such offer, then this Agreement shall be renewed for an additional one (1) year term. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either Party provides written notice to the other, at least sixty (60) days prior to the end of the initial or any subsequent term, of its intention not to renew. All other provisions in the Agreement shall remain in full force and effect.

B. Section 1(f) shall be added to the Network Agreement:

- (f)
 - (i) The Center agrees that during the term of this Agreement it shall use its best efforts to obtain, as expeditiously as feasible, but in all events prior to the expiration of this Agreement, certification or licensure by an authority set forth in Attachment II of the Policies.
 - (ii) Upon the request of Vibrant, the Center shall promptly submit a written report to Vibrant which report shall set forth the status and details of the efforts and actions taken by the Center, and the outcome of the same, as of the date of the report, as well as the future plans of the Center regarding the process of certification and/or licensure of the Center (a "Status Report"). Vibrant shall have the right, to be exercised in its sole and absolute discretion, to require the Center to submit a Status Report on a fixed regular and periodic basis throughout the term of this Agreement.

C. In the event that any term set forth in this Exhibit is inconsistent with any term of the Network Agreement, then the terms and conditions of this Exhibit shall supersede and control any such inconsistent terms.

Administrator: (Initial) _____

Network: (Initial) _____

EXHIBIT 4

Consent to Assignment

This Consent to Assignment, dated as of [Date], is made by and between Mental Health Association of New York City, Inc. d/b/a Vibrant Emotional Health (the “Administrator”), [Assignee] (the “Assignee”) and [Assignor] (the “Assignor”).

WHEREAS, Vibrant and the Assignor are parties to that certain Network Agreement, dated as of [Date], as amended by [Subrecipient agreement /Amendments] (the “Network Agreement”);

WHEREAS, the Assignor has advised Vibrant that the Assignor and the Assignee have entered into a [Merger/Purchase] Agreement, pursuant to which [the Assignor will merge into and with the Assignee/the Assignee will acquire all of the outstanding capital stock of the Assignor/the Assignee will acquire substantially all of the assets owned by the Assignor]; and

WHEREAS, the Assignor wishes to assign the Network Agreement to the Assignee in connection with such transaction and has requested the consent of Vibrant as required by the Network Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby represent, warrant and covenant as follows:

1. The Assignee hereby represents that it will succeed to all of the rights of, and assume all of the liabilities of, the Assignor under the Network Agreement as of the effective date of the [Merger/Purchase] Agreement.
2. The Assignee hereby covenants to perform each obligation of the Assignor as set forth in the Network Agreement, effective from and after the date of the [Merger/Purchase] Agreement.
3. Based solely on the representations of the Assignor and the Assignee set forth herein, Vibrant hereby agrees to accept performance from, and confer all benefits of the Assignor under the Network Agreement to the Assignee from and after the date of the [Merger/Purchase] Agreement.
4. Accordingly, the parties hereby agree that as of the date of the [Merger/Purchase] Agreement, all references to the Assignor in the Network Agreement shall be deemed to be to the Assignee.

*[Signature page to follow]**

*In the event that an Assignee’s signature is unavailable, a Certification of Merger may be substituted.

AGREED TO AND ACCEPTED BY:

Vibrant: Vibrant Emotional Health

By: _____

Name: _____

Title: _____

Date: _____

THE ASSIGNOR

By: _____

Name: _____

Title: _____

Date: _____

THE ASSIGNEE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 5

Notice of Name Change

This Notice, dated as of [Date], is made by [New Name] f/k/a [Old Name] (the “Center”) in favor of the Mental Health Association of New York City, Inc. d/b/a Vibrant Emotional Health (the “Administrator”).

WHEREAS, Vibrant and the Center are parties to that certain Network Agreement, dated as of [Date], as amended by [Subrecipient agreement /Amendments] (the “Network Agreement”), pursuant to which the Center must notify Vibrant of any legal change to its name; and

WHEREAS, the Center has advised Vibrant that, effective as of [Date], the Center has changed its name under the laws of the [Jurisdiction], and that all past and future contracts should identify [New Name] as the applicable contract party.

NOW, THEREFORE, the Center hereby represents, warrants and covenants as follows:

1. [New Name] hereby represents that it is the same corporate entity as [Old Name], having all rights and obligations of [Old Name] under the Network Agreement.
2. Accordingly, as of the date hereof, all references to [Old Name] in the Network Agreement shall be deemed to be to [New Name].

In witness whereof, the Center hereby executes this Notice as of the date first above written.

THE CENTER

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT I

Network Resource Center: <https://networkresourcecenter.org/>

Guidance Documents Referenced in Network Agreement Policies that are housed on the NRC include:

- Code of Ethics Template
- Guidelines for Working with Abusive Contacts
- Guidance for Supporting Familiar Contacts
- Insurance Reimbursement Guidance
- 988 Lifeline Requirements and Recommendations for Crisis Center Follow-Up
- 988 Lifeline Warm Transfer Guidelines and Procedures
- Making Referrals and Warm Transfers to External Organizations
- Receiving External Warm Transfers from State/National Partners
- Suicide Safety Policy: Supplemental Guide
- Triage Guidance
- Violence Assessment and Threat Management Guidance

ATTACHMENT II

Lifeline/988 Policies [July 1, 2024]

All capitalized terms appearing in these Policies, and not otherwise defined in these Policies, are deemed to have the assigned definition given in the Network Agreement of which this Attachment I is a part.

The 988 Suicide and Crisis Lifeline center may utilize their own policies and procedures in working with Lifeline contacts, but those policies and procedures must be alignment with all policies and guidelines provided by the Vibrant as the 988 Suicide and Crisis Lifeline Administator as related to the answering of Lifeline contacts.

The following Lifeline Policies are to be implemented and upheld at each center:

- 988 Suicide & Crisis Lifeline Policy on 988 Lifeline Crisis Chat and Text Centers
- 988 Suicide & Crisis Lifeline Policy on Accreditation
- 988 Suicide & Crisis Lifeline Policy on Center Operations
- 988 Suicide & Crisis Lifeline Policy on Clinical Training
- 988 Suicide & Crisis Lifeline Policy on Compliance
- 988 Suicide & Crisis Lifeline Policy on Cultural Competency and Accessibility
- 988 Suicide & Crisis Lifeline Policy on Data Collection and Clinical Contact Records
- 988 Suicide & Crisis Lifeline Policy on Familiar Contacts
- 988 Suicide & Crisis Lifeline Policy on Follow-up
- 988 Suicide & Crisis Lifeline Policy on Insurance Reimbursements
- 988 Suicide & Crisis Lifeline Policy on Media and Communications
- 988 Suicide & Crisis Lifeline Policy on Member Center Insurance
- 988 Suicide & Crisis Lifeline Policy on Performance Improvement Plans
- 988 Suicide & Crisis Lifeline Policy on Referring Callers, Chatters, Texters, Videophone Users
- 988 Suicide & Crisis Lifeline Policy on Research and Evaluation
- 988 Suicide & Crisis Lifeline Policy on Quality Improvement
- 988 Suicide & Crisis Lifeline Policy on utilizing The Network Resource Center (NRC) and Staying Current with Best Practices
- 988 Suicide & Crisis Lifeline Policy on Triaging
- 988 Suicide & Crisis Lifeline Policy on Violence and Threat Assessment
- 988 Suicide & Crisis Lifeline Policy on Warm Transfers
- 988 Suicide & Crisis Lifeline Policy regarding No Limitations of Service
- 988 Suicide & Crisis Lifeline Policy on Sentinel Events
- 988 Suicide & Crisis Lifeline Suicide Safety Policy
- 988 Suicide & Crisis Lifeline User Tenets Policy

These policies are available to view or download as PDFs on the [988 Lifeline Network Agreement Policies](#) page of the Network Resource Center (NRC).

988 Suicide & Crisis Lifeline Policy on 988 Lifeline Crisis Chat and Text Centers

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 04/02/23
NEXT REVIEW DUE: 06/01/26

POLICY

All Centers that respond to online chats and/or SMS texts from the 988 Suicide & Crisis Lifeline, providing crisis intervention services to individuals in emotional distress or suicidal crisis (also known as the 988 Lifeline Crisis Chat and Text (LCCT) Centers) must follow all policies noted in other parts of the Network Agreement, as well as the following requirements specific to LCCT services:

Policies and Guidelines

LCCT centers must follow all guidelines provided by the 988 Lifeline Administrator in the LCCT Manual, as available on the Network Resource Center (NRC). The Center's local policies and procedures for responding to 988 Lifeline chats and/or texts must be in alignment with all policies and guidelines provided by the Administrator.

Platform

LCCT Centers are required to utilize a platform designated by the 988 Lifeline Administrator to receive and document chats and texts for the 988 Suicide & Crisis Lifeline unless otherwise reviewed and qualified as compatible, meeting minimum data integration and reporting standards, as required by the Administrator.

Training

LCCT Centers must have all crisis counselors, Center Management, Supervisors, Trainers, and Quality Assurance Staff who are authorized to answer or provide support regarding 988 Lifeline chat or texts complete the online self-paced training "Crisis Conversations on Chat and Text" in addition to the 988 Lifeline Core Clinical Training (see Policy on Clinical Training).

LCCT Centers will also ensure that all Center Staff who will use the platform have completed the technical trainings related to chat and text service on the platform.

Supervision

LCCT centers will ensure that Supervision Staff have live monitoring capabilities on the platform and a system by which to communicate with crisis counselors (e.g., Teams, Slack, etc.). When

scheduled for a shift, Supervisors will access the chat/text platform to assist crisis counselors as needed.

Accreditation

Before joining or within six months of starting as a chat/text Center, the Center shall obtain and maintain Online Emotional Support accreditation for 988 Lifeline Chat and Text services from one of the Vibrant-approved organizations with expertise in suicide and mental health crisis best practice standards. The list of approved organizations is in the Policy on Accreditation.

988 Suicide & Crisis Lifeline Policy on Accreditation

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 05/27/23
NEXT REVIEW DUE: 06/01/26

POLICY

It is the Policy of the 988 Lifeline Administrator that all Centers in the 988 Lifeline Network demonstrate that they meet rigorous organizational and operational standards by obtaining and maintaining one of the following external accreditations in the helpline industry or closely related field.

- 1) The Center will provide documentation of accreditation for each modality of communication they provide 988 Lifeline services on. Accreditation must be from one of the following organizations with expertise in suicide and mental health crisis best practice standards:

- American Association of Suicidology (AAS)*
- International Council for of Helplines (formerly known as ContactUSA)*
- Council on Accreditation of Rehabilitation Facilities [inclusive of suicide assessment] (CARF)
- Alliance of Information and Referral Systems (AIRS)
- Council on Accreditation (COA)
- Utilization Review Accreditation Commission (URAC)
- Joint Commission
- State/county Licensure (if approved by the 988 Lifeline Administrator)

* Chat and Text: Before joining or within six months of starting as a chat/text Center, the Center shall obtain and maintain specific Online Emotional Support accreditation for 988 Lifeline Crisis Chat and Text services from one of these approved accrediting bodies.

- 2) During the application process, the Center shall submit to the 988 Lifeline Administrator, the following documents ("Accreditation Document") relating to the Accreditation:
 - A copy of the accreditation certificate.
 - A copy of the letter provided by the accreditation organization stating dates of Accreditation if such dates are not indicated on the certificate.
 - The Center shall maintain Accreditation throughout the term of the Network Agreement. Upon renewal of Accreditation, the Center shall submit updated

Accreditation Documents to the 988 Lifeline Administrator. Under extenuating circumstances, if the Center does not renew Accreditation prior to the expiration, a grace period of three months may be considered by the Administrator with sufficient documentation provided to show progress towards accreditation.

If the Center's Accreditation lapses, the Administrator may choose to remove the Center from routing while Accreditation is renewed. Extended lapses in accreditation may result in removal from the Network.

3) EXCEPTIONS:

- Centers without accreditation/licensure may still be able to join the network, if there is a demonstrable need for a center in that area, and the center signs a provisional status amendment, by which it agrees to obtain accreditation within a set time frame.
- Centers will be exempt from obtaining accreditation should accreditation standards for a particular modality (e.g. videophone) not be established or available through industry-accepted organizations such as those listed above.

988 Suicide & Crisis Lifeline Policy on Center Operations

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 02/06/23
NEXT REVIEW DUE: 06/01/26

POLICY

- 1) The Center's system(s) shall adhere to the 988 Lifeline Administrator's quality assurance standards and shall not interfere with the Administrator's ability to pull back contacts (e.g. calls, chats or texts) and re-route said contacts to another 988 Lifeline member backup center. Specifically:
 - a) If the Center utilizes an automatic queuing system [often referred to as an Automatic Call Distribution (ACD) system], the Center's telephony platform must be able to send and receive dual tone multifrequency (DTMF) signals. Centers using ACD must use Active Answer. In such arrangements, the 988 Lifeline Administrator releases the 988 Lifeline call to the Center only after a crisis counselor at the Center presses a button to receive the call.
 - b) The Center's phone system shall maintain and provide caller ID information so that crisis counselors have access to identifying the caller's phone number during the contact.
 - c) The Center shall utilize the 988 Lifeline platform for chats/texts unless reviewed and qualified as compatible with 988 Lifeline systems by the 988 Lifeline Administrator. In such instances where platform exceptions are made, the Center's chat/text platform must be able to interface with the 988 Lifeline chat/text routing system to provide a bridge where chats and texts could, as necessary, be pulled back into 988 Lifeline's main routing structure (example: through a dedicated API between both systems).
- 2) The Center shall not:
 - a) Utilize an answering service or cellular telephones to answer incoming 988 Lifeline calls;
 - b) Utilize an automated attendant or any other system that requires a Caller to press a telephone key in order to be connected with Center Staff;
 - c) Forward incoming Lifeline calls, chats or texts to a third party unless authorized by Vibrant; or

- d) Allow 988 Lifeline contacts (e.g.calls/chats/texts/videophone) to be answered by a receptionist or any Center Staff not trained to assist the individual in crisis in accordance with 988 Lifeline training standards.
 - e) Utilize any IVR (Interactive Voice Response) message for the incoming 988 Lifeline Calls.
- 3)** When possible, the Center must provide notice to the 988 Lifeline Administrator at least 72 hours in advance of any voluntarily suspended participation in the Network, including temporary changes/removals from routing. A request for the suspension/removal from routing must be submitted in writing to the Administrator.

Reasons for a center needing such temporary change include:

- a) Disaster impacting center operations (natural or man-made)
- b) System/facility maintenance impacting ability to staff line
- c) Severe capacity challenges

The 988 Lifeline Administrator must also be notified in writing for involuntary or unexpected outages as soon as an outage has been identified.

- 4)** The Center is required to maintain a distinctive crisis contact center operation with the capacity to identify, receive and respond to 988 Lifeline contacts, preferably 24/7. The crisis contact center operation must maintain its own guidelines and training protocols in addition to any 988 Lifeline training requirements and have staff and/or volunteers and a Center administration that is responsible for the oversight of the crisis contact center operation.
- 5)** The Center must work to implement best infrastructure and site reliability practices to safeguard information and information systems against outages or threats.
- 6)** The Center shall maintain a dedicated, unique termination line for receiving 988 Lifeline calls in order to better aid the Center and 988 Lifeline Administrator with data collection and quality assurance measures.
- 7)** The Center will participate in an annual self-assessment process as a means of determining compliance with the Network Agreement and performance indicators identified by the 988 Lifeline Administrator. The Center shall cooperate with the Administrator in the self-assessment process, which may include data analysis, identification of trends, subjective evaluations of organizational design and structure and goal alignment, to promote continuous improvement.

- 8) The Center will report to the 988 Lifeline Administrator the number of organizations that entered into formal written/intra-organizational agreements (e.g., MOUs, MOAs) with the Center to improve mental health related practices/activities.
- 9) For purposes of ensuring the managerial and fiscal stability of the Center, in rare instances the Center shall, upon request of the 988 Lifeline Administrator, submit to the Administrator:
 - a) Documentation setting forth its governance and management structure and organization;
 - b) Documentation regarding its fiscal accountability controls and measures;
 - c) Written policies and procedures that address:
 - i) Human resources (e.g., personnel records, job descriptions),
 - ii) Hiring and firing of agency personnel,
 - iii) Service delivery to contacts,
 - iv) Supervision/training of agency personnel, and
 - v) Code of ethics (e.g., policies of nondiscriminatory recruitment, staff/client relations);
- 10) The Center shall adhere to the following technical guidelines:
 - a) Connections to the 988 Lifeline Administrator's systems from Center staff shall be initiated over private internet connections (i.e. no public Networks should be utilized)
 - b) Named accounts shall be provided for all access to the 988 Lifeline Administrator systems and account credentials should not be shared between Center Staff
 - c) Email addresses associated with accounts shall be associated with domains owned and managed by the Center

988 Suicide & Crisis Lifeline Policy On Clinical Training

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 04/02/24
NEXT REVIEW DUE: 06/01/26

POLICY

- 1) The Center shall provide training for all Center staff (prior to their responding to any kind of 988 Lifeline contact) consistent with 988 Lifeline Suicide Safety Policy and 988 Lifeline Safety Assessment Model. Training should emphasize a conversational approach to crisis/suicide assessment data collection, and intervention that focuses on establishing and maintaining the contact's (e.g. callers/texters/chatters/videophone) sense of connection to the crisis counselor while assessing suicide and de-escalating the crisis. Populations disproportionately affected by suicide, with a focus on historically marginalized communities should be addressed in the Center's training plan (see Guidance on Cultural Competency and Accessibility document available on the Network Resource Center for further recommendations). Training should also address appropriate use of supervisory consultation.

The Center's training for all crisis counselors, Center management, supervisors, trainers, and quality assurance staff who are authorized to answer or provide support regarding 988 Lifeline calls/chats/texts/videophone must include, at a minimum*:

- a) Completion of all 988 Lifeline Core Clinical Training Courses (online self-paced training courses available via the Lifeline Learning Portal and listed under "Introduction to Crisis Counseling")
- b) Minimum of eight (8) live roleplays with a qualified trainer or supervisor addressing different types of conversations and individual needs including the following skill areas - at least one of these should be focused on working with a youth caller/chatter/texter and at least one should be completed focusing on providing service via a language interpreter (the 988 Lifeline Administrator will provide sample roleplays):
 - i) Establishing connection and active engagement
 - ii) Active listening
 - iii) Asking clarifying questions empathically
 - iv) Assessing immediate safety
 - v) Conducting a full safety assessment
 - vi) Responding to imminent risk

- vii) Collaborating on a safety plan
 - viii) Local needs/specialties of the Center's choosing
- c) Minimum of two completed simulated conversations using the Lifeline Simulation Training available via the Lifeline Learning Portal to include both direct and third party contact
 - d) Complete 10 - 20 hours of live observation of experienced crisis counselors providing services to contacts of various modalities as appropriate for their role (e.g. callers/chatters/texters/videophone users).

**Note: Centers that participate in one of 988 Lifeline's subnetworks may have additional requirements for completing specific training tasks in their contract that must also be followed.*

The Center shall work with the 988 Lifeline Administrator staff to create individual user accounts on the 988 Lifeline Learning Portal for all staff that actively respond to, supervise, provide training on, or provide quality improvement activities for 988 Lifeline contacts. The Center will keep their accounts up to date adding new users and deactivating former users in a timely manner. The Center will ensure that crisis counselors and other staff use their own individual accounts to complete any required training courses.

- 2) The Center will provide Center staff with time and access for an additional 6 - 8 hours of ongoing training annually. This can include:
 - a) 988 Lifeline online self-paced training courses
 - b) 988 Lifeline webinars
 - c) Center in-service training
- 3) The Center will regularly access the Network Resource Center (NRC) and assign a representative(s) to attend 988 Lifeline Administrator hosted webinars and meetings in order to stay up to date on clinical and operational guidance from the Administrator and update local training resources accordingly.
- 4) The Center must have designated Center staff that regularly act in a managerial or training capacity, who have knowledge of the Center's and the 988 Lifeline Administrator's most current policies and procedures so as to ensure ongoing training and quality improvement. Such personnel might include Center Directors, Training Coordinators/Supervisors, Shift Supervisors, or some other title consistent with the spirit of this definition. Peer colleagues (those with no other official designation or routine role as Staff Supervisor or Trainer) acting as consultants are not alone sufficient to meet this requirement.

988 Suicide & Crisis Policy on Compliance

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 02/06/24
NEXT REVIEW DUE: 06/01/26

POLICY

The objective of the 988 Policy on Compliance is to continually assess the administrative responsibilities of the 988 Lifeline Administrator to those Centers and sub-recipients as noted in this Network Agreement and subrecipient agreement. The Compliance Plan serves as the Administrator's commitment to both compliance and ethical standards. This policy is to monitor risk across the Network, notify appropriate stakeholders and help create action plans to address and mitigate identified risk. With the expansion of 988, the Administrator recognizes it is critical to ensure key performance in addition to a well-developed internal compliance program that provides support and guidance to programs, centers, vendors and callers.

PROCEDURE

As a living document this policy will serve as a guide to Centers of their compliance related obligations.

In order to ensure each center complies with the Network Agreement and/or subrecipient agreement, the the 988 Lifeline Administrator will develop a compliance work plan for each Center that may identify areas of risk/non-compliance noted from the sub recipient application, Network Agreement deliverables and/or other areas noted by the Administrator.

Monitoring Compliance

The 988 Lifeline Administrator will conduct comprehensive reviews of each Center's deliverables by way of auditing documents and records held by the Centers and the Administrator. Information to be audited include but not limited to policies and procedures, KPI's, billing, fiscal records, operational workflows, and etc. Information gathered during audits will be summarized and findings shared with centers and internal programs. If findings unfavorable to the operation of the 988 Lifeline Network are noted, a performance improvement plan will be created.

988 Suicide & Crisis Lifeline Policy on Cultural Competency and Accessibility

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 06/27/24
NEXT REVIEW DUE: 06/01/26

POLICY

As demonstration of 988 Lifeline's commitment to SAMHSA identified priority populations and to ensure that centers are in alignment with 988 Lifeline's mission, Vibrant Emotional Health [the 988 Lifeline Administrator] requires that each Center have a programmatic commitment and plan of action that highlights their ongoing commitment to accessible and culturally competent care of all callers/chatters/texters/videophone users while providing thoughtful support to all center employees. Such a plan shall, at a minimum, include trainings, crisis counselor support, diverse hiring/staffing plans and ongoing collaboration with community resources and linkage partners.

RELEVANT BACKGROUND

Culturally and linguistically competent* services target a set of congruent foundational concepts, accessibility frameworks, practices, and policies that come together within the 988 Lifeline system to ensure thoughtful care delivery for all. According to SAMHSA, behavioral health equity is the right of all individuals, regardless of race, age, ethnicity, gender, disability, socioeconomic status, sexual orientation, or geographical location, to access high-quality and affordable healthcare services and support. Advancing behavioral health equity means working to ensure that every individual has the opportunity to be as healthy as possible. In conjunction with increasing access to quality services, advancing behavioral health equity involves addressing social determinants of health—such as employment and housing stability, insurance status, proximity to services, and culturally responsive care—which have an impact on behavioral health outcomes.

For 988, this means ensuring that identified priority populations, including people with mental health conditions, people who use substances, people with additional language needs, rural communities, older men, American Indian and Alaska Native individuals, LGBTQI+ communities

& Black youth, Deaf & hard of hearing communities, people who speak English as a second language (ESL), migrants/asylees, Asian American and Native Hawaiian/Pacific Islander (AANHPI) populations, and additional impacted communities, receive crisis services that meet their needs.

**Competent implies having the capacity to function effectively as an individual and an organization within the context of the location, language, beliefs, behaviors, and needs presented by individuals seeking service.*

PROCEDURE

1. The Center shall include in their required training plan curriculum content to ensure all crisis counselors, managers, and center leadership are trained in areas of cultural humility, deepening their impact on priority populations. Areas of training can include the following:

- a. Social Determinants of Health
- b. Cultural Humility*
- c. Unconscious Bias
- d. Americans with Disabilities Act (ADA) Training

(In order to assist Centers in meeting this requirement, the 988 Lifeline Administrator will continue to offer trainings for centers that pertain to unconscious bias, cultural humility, working with older adults, etc. through the Network Resource Center (NRC), Lifeline Learning Portal, and webinars, in addition to sharing information about outside resources centers may use to create their own local training.)

**Cultural humility implies the ongoing process of self-exploration and self-critique, understanding the complexity of identities, coupled with present and historical awareness.*

2. The Center shall ensure that all crisis counselors are aware of and utilize appropriate services within and supported by the 988 Lifeline to link callers/chatters/texters/videophone users to additional cultural and accessible supports, including warm transfers to the Veterans Crisis Line, the LGBTQI+ Youth subnetwork, Native and Strong, the Spanish subnetwork (or referrals to these queues for chat/text visitors); sharing information about videophone services or use of 711 relay services for users who are Deaf or hard of hearing; making connections to other language

interpretation through LanguageLine, etc. Centers should ensure that all crisis counselors are aware of available services within their communities that would help address the cultural and accessibility needs of 988 Lifeline contacts when making community connections for further assistance following the crisis call.

3. The Center shall have and share a plan to create an equitable and diverse workforce that is equipped and supported to address the needs of the communities they serve. This will include the recruitment, training, and development of people from historically marginalized communities, people with suicide-centered lived experience, other populations disproportionately affected by suicide, and people representing the diversity of communities, culturally and linguistically, within their assigned territory with the 988 Lifeline Administrator. This plan shall be reported out yearly.
4. The Center shall have a Code of Ethics to address issues of discrimination, bias, and oppression amongst crisis counselors, managers, and center leadership for each of the previously mentioned areas. A sample Code of Ethics template is available on the Network Resource Center to support centers in meeting this requirement.

988 Suicide & Crisis Lifeline Policy on Data Collection and Clinical Contact Records

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 02/06/24
NEXT REVIEW DUE: 06/01/26

POLICY

In order to collect important national statistics, the 988 Lifeline Administrator, as required by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA), requires the Center to document specific information for all 988 Lifeline contacts (e.g. calls/chats/texts/videophone). Collection of this information shall **not** be a requirement for individuals seeking support to receive 988 Lifeline services. However, if the individual consents or otherwise voluntarily shares this information during the course of normal service delivery, it should be documented by the Center.

- 1) The Center shall document each unique 988 Lifeline contact using the 988 Lifeline Clinical Contact Record provided by the 988 Lifeline Administrator.
- 2) The fields outlined on the 988 Lifeline Clinical Contact Record will be used, as written, in order to capture details of contacts and submit those details to the 988 Lifeline Administrator. Centers must update their contact fields to align with this standard.
- 3) Standardized Data Collection
 - a) Unified Platform:

When made available, centers may choose to join the 988 Lifeline Administrator's Unified Platform. Adoption of the platform will fulfill the reporting requirement.
 - b) Alternate Data Collection Mechanisms:

Centers who do not choose to join the Unified Platform will be provided with a row level 988 Data Standard specification. This standard will include formats for telephony data, the 988 Lifeline Clinical Contact Record fields and other standardized data points that may be required as the program evolves. The Center shall, on a scheduled basis, report to the 988 Lifeline Administrator detailed (row level) data following this standard. Centers with the capability to provide data from this standard in an automated fashion are encouraged to do so. For such integrations records will be expected to be sent as soon as they are complete. For centers who are not able to support an integration, an interface will be

provided to submit these data. The cadence of such reporting will be at minimum monthly.

- c) Data standard changes are subject to the notification and change requirements as outlined in the Network Agreement. Centers and States should have a reasonable implementation period of no less than ninety (90) days following published updates to the Data standard to implement changes.

4) Record Retention

- a) Centers must maintain all contact records for a minimum period of three (3) years. It is the responsibility of the center to create policies and procedures for the safe storage and access of contact records, along with appropriate destruction of records following the required maintenance period. Centers must ensure compliance with all applicable state and federal laws.
 - b) As applicable, centers must create policies and procedures for the safe storage and access of recordings and transcripts, along with appropriate destruction of such recordings and transcripts following the required maintenance period. Centers must ensure compliance with all applicable state and federal laws.
 - c) Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the three-year period, whichever occurs later. All such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.
- 5)** In addition to the expectation of routinely submitting row level data as described above, if requested by the 988 Lifeline Administrator, the Center shall submit detailed contact (e.g. call/chat/text/videophone) records, including transcripts or recordings, via a secure method provided by the Administrator and in a format approved by the Administrator. The scope and parameters of such requests shall conform to Vibrant Emotional Health's Data Governance Policies.
- 6)** The Center shall submit other reports as required by the 988 Lifeline Administrator at regular intervals, including, but not limited to:
- a) Clinical Contact Records and interaction data
 - b) Workforce management data
 - c) Quality improvement and call recording data

988 Suicide & Crisis Lifeline Policy on Familiar Contacts

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 04/02/23
NEXT REVIEW DUE: 06/01/26

POLICY

The Center shall maintain policies and procedures for addressing familiar contacts in alignment with the 988 Lifeline Administrator's Guidance Document for Supporting Familiar Contacts as is located on the [Network Resource Center](#).

988 Suicide & Crisis Lifeline Policy on Follow-up

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TEARM: Two Years -- reviewed biennially
LAST REVISION DATE: 06/02/23
NEXT REVIEW DUE: 06/01/26

POLICY

The Center shall maintain policies and procedures that adhere to the 988 Lifeline Administrator's Crisis Center Guidance Document: Requirements and Recommendations for Crisis Center Follow-up is located on the [Network Resource Center](#).

988 Suicide & Crisis Lifeline Policy on Insurance Reimbursements

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 04/02/23
NEXT REVIEW DUE: 06/01/26

POLICY

988 Lifeline contacts (e.g. calls/chats/texts/videophone) may not be charged by the Center for 988 services. The 988 Lifeline Administrator strongly encourages any insurance/Medicaid payment to be based on population/penetration rate information whenever possible rather than utilizing individually identified information for reimbursement.

Should the Center receive funding for 988 Lifeline contacts from insurance, the Center shall maintain policies and procedures that adhere to the 988 Lifeline Administrator's Insurance Reimbursement Guidance Document which is located on the [Network Resource Center](#).

988 Suicide & Crisis Lifeline Policy on Media and Communications

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 06/01/2022
NEXT REVIEW DUE: 06/01/2026

POLICY

This policy guides and supports the work of 988 Lifeline Network Centers as it relates to communications, media, and social media efforts. It lays the groundwork for understanding when and how the 988 Lifeline Administrator can support a Center's media and communications efforts, and the responsibilities a center has around communicating its role in the 988 Lifeline network.

Opportunities and approvals:

- a) The 988 Lifeline Administrator shall provide support in the form of talking points and logos for any media coverage about the 988 Lifeline Network the Center may participate in, including media opportunities that come through, and communications materials that are developed by, our funder, SAMHSA, such as the SAMHSA partner toolkit etc. In general, the Center is responsible for sourcing and securing its own media coverage, but if a media opportunity arises through the Administrator, the Administrator will connect the Center with the media outlet and provide media training, optional talking points, and support, if needed or requested.
- b) The Center shall only speak on behalf of itself and its staff and volunteers when writing for or interviewing with a member of the media. The Center shall not speak on behalf of the Network without direct approval and involvement from the 988 Lifeline Administrator and SAMHSA.
- c) The 988 Lifeline Administrator shall approve any media material that the Center creates concerning the 988 Lifeline Network, its operations, or its policies, including press releases and statements. In these cases the Center agrees to provide this material with 24 hours notice for approval.
- d) The Center shall alert the 988 Lifeline Administrator if a staff member or a volunteer engages with the media on an issue or topic concerning the 988 Lifeline Network.

- e) The Center shall not announce it is part of the 988 Lifeline Network until the Center has completed the onboarding process, including clinical review, and is operational in the Network.

Once the Center is operational, it is encouraged to announce to its local media that it is part of the 988 Lifeline Network.

Social Media

- f) The Center is responsible for its own social media accounts and management, however, the 988 Lifeline Administrator shall approve any social media material that the Center creates concerning the 988 Lifeline Network, its operations, or its policies. In these cases the Center agrees to provide this material with 24-hours notice for approval.
- g) The Center shall speak only on behalf of itself and its staff and volunteers when posting and commenting on social media. The Center shall not speak on behalf of the 988 Lifeline Network.
- h) The Center shall alert the 988 Lifeline Administrator if a staff member or a volunteer engages on social media as, or as a representative of, the 988 Lifeline Network.

Style

- i) The Center shall refer to the 988 Lifeline Network as “the 988 Suicide & Crisis Lifeline” on first reference and the “988 Lifeline” on future references in all public and media correspondence, and not as “NSPL”, or “Suicide Prevention Hotline” or “National Suicide Prevention Lifeline” or any other “suicide hotline/helpline” reference.
- j) The Center will transition all references to “1-800-273-TALK (8255)” to the new three digit dialing code for the 988 Lifeline, “988,” as well as update all necessary branding according to SAMHSA/988 Lifeline Administrator branding guidelines, on all Center properties.

988 Suicide & Crisis Lifeline Policy on Member Center Insurance

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 05/01/23
NEXT REVIEW DUE: 06/01/26

POLICY

As a demonstration of fiscal stability, and to ensure that Centers are protected, the 988 Lifeline Administrator requires Centers to provide evidence of insurance coverage for the term of the Network Agreement. Such insurance shall, at a minimum, include coverage for claims which are incurred during the term of this Agreement but which arise after the expiration or termination of this Agreement. Specifically:

- a. The Center shall maintain general and professional liability insurance applicable to its operations.
- b. Coverage for the actions and omissions of the Center as a participant in the 988 Lifeline Network and coverage with respect to services to be rendered to 988 Lifeline contacts (e.g. callers/chatters/texters/videophone users) by the Center.
- c. Such insurance shall be in amounts not less than \$1 million per occurrence and \$3 million in the aggregate, unless otherwise approved by the 988 Lifeline Administrator.
 - i. Copies of such policies, or other reasonable evidence of the existence and terms of coverage, shall be provided to the 988 Lifeline Administrator annually upon renewal or any significant adjustment of coverage.
 - ii. The 988 Lifeline Administrator, Vibrant Emotional Health, shall be named as certificate holder.

988 Suicide & Crisis Lifeline Policy on Performance Improvement Plans

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 02/06/24
NEXT REVIEW DUE: 06/01/26

POLICY

It is the policy of the 988 Lifeline Administrator to provide a systemic approach to identifying, analyzing, and improving the quality of 988 Lifeline services.

Through regular communication, provision of technical assistance, and routine quality monitoring, the 988 Lifeline Administrator strives to identify potential issues early and proactively provide support to a Center to address these issues. Should this level of support be insufficient to address the concern, a Center handling 988 Suicide & Crisis Lifeline interactions may be placed on a Performance Improvement Plan (PIP).

PROCEDURE

A Performance Improvement Plan may be implemented through a multi-step process which will involve the Center, the 988 Lifeline Administrator, SAMHSA and the state/territory to address issues.

PIPs for in-state 988 Services: If the Center receives funding from state/territory or has a contractual relationship with the state/territory to provide 988 responses, Vibrant must make the 988 State / Territory designated Government Official aware of the request to implement a PIP and ensure alignment on both the reasons for the PIP and the actions to be taken in order to satisfy the PIP. The state/territory may request modification to the Performance Improvement Plan content and must be agreed to by all involved parties. If alignment is unable to be achieved by Vibrant and the state/territory on performance improvement, Vibrant, the 988 Lifeline Administrator, will provide historical engagement record and formal performance improvement recommendations to SAMHSA.

PIPs for Subnetwork Services: If the center is a subaward of Vibrant and the issue identified is solely for quality or performance within a subnetwork, Vibrant retains the right to place a center on a PIP as outlined in the center's subaward agreement.

These areas include, but not limited to:

- Operational: e.g. ongoing technical issues that prevent contacts from being routed efficiently to a Center

- Standards, Training and Practices (STP): center policies/practices not in compliance with the 988 Lifeline Administrator's required clinical policies and standards
- Quality: e.g. crisis counselor or Center performance falling below the required QI score threshold
- Communication: e.g. failure to identify a contact person at the Center, respond to correspondence or meeting requests from the 988 Lifeline Administrator, or provide requested information
- Contractual: e.g. non compliance with a criteria outlined in the Network Agreement or a subnetwork agreement
- Never Event: a serious and preventable error in the delivery of services that should never occur and that could result in serious injury, harm or death to a consumer
- Security: failure to record, store or disseminate data in accordance with existing agreements

The duration of a Performance Improvement Plan will be set by the 988 Lifeline Administrator in consultation with the SAMHSA and the Center and may depend on the severity and number of concerns identified.

The Performance Improvement Plan will be documented and will provide an overview of:

- The concerns which prompted the implementation of the Performance Improvement Plan
- Required activities that must be carried out by the Center to address the concerns
- The support and technical assistance which will be provided by the 988 Lifeline Administrator and the frequency with which this support will occur (e.g. monthly technical assistance meetings)
- Any routing changes that may occur as part of the Performance Improvement Plan

Upon completion of the activities outlined in the Performance Improvement Plan and evidence of satisfactory performance or resolution of the issue, the Performance Improvement Plan document will be updated to reflect the progress made and conclusion of the plan.

Where a Center has been unable to demonstrate satisfactory improvement during the period of the Performance Improvement Plan, the 988 Lifeline Administrator may consider an extension to the Performance Improvement Plan or suspension / removal of the Center from the 988 Lifeline Network. If the Center receives funding from state/territory or has a contractual relationship with the state/territory to provide 988 responses, the 988 state / territory government representatives, SAMHSA, and Vibrant will determine the most appropriate resolution of the PIP. If the center is a subaward of Vibrant and the issue identified is solely for quality or performance within a subnetwork, Vibrant may remove the center from the subnetwork, or may suspend / terminate the subaward agreement with the center.

988 Suicide & Crisis Lifeline Policy on Referring Callers, Chatters, Texters and Videophone Users

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 04/06/23
NEXT REVIEW DUE: 06/01/26

POLICY

The Center shall maintain written policies and procedures that specifically address the provision of resource referrals that align with the 988 Lifeline Administrator's guidelines, including:

- a) The Center shall maintain an updated listing of the primary referral sources they may direct 988 Lifeline contacts to depending on the needs identified during their conversation with the individual. The list of referral sources should include the services/organizations noted in the 988 Lifeline Minimum Required Referral Resources guidelines on the [Network Resource Center](#).

The Center shall update this list at least annually.

- b) The Center shall maintain policies and procedures for their crisis counselors on how to provide referrals that adhere to the 988 Lifeline Administrator's Providing Referrals guidance document and the Referrals and Warm Transfer to External Organizations guidance document, both located on the [Network Resource Center](#) (NRC).
- c) The Center policy must provide that, as applicable, 988 Lifeline contacts be given an array of options with respect to affirming care and/or follow-up, which options shall not be limited in any manner to organizations, facilities or providers affiliated with or related to the Center.
 - i) The Center shall maintain written agreements with such referral community organizations, faith based institutions, healing centers, and health care providers, etc. as may be necessary.
- d) The Center policy must include guidance to staff in the event that a contact is received outside the Center's primary coverage area via phone. This policy must include how the center transfers contacts via phone to a Network Center in the caller's location for any needed localized resources and referrals. Any warm transfer must follow the 988 Lifeline Administrator's Warm Transfer Guidelines and Procedures (see the 988 Suicide & Crisis Lifeline Policy for Warm Transfers),

and take place after crisis counseling has been provided and the immediate risk is de-escalated.

- e) The Center policy must include guidance to staff in the event that a contact is received outside the Center's primary coverage area via chat or text and requires localized referrals. If a Chatter or Texter consents to switching to a phone call for a warm transfer, that transfer must follow the 988 Lifeline Administrator's Warm Transfer Guidelines and Procedures (see the 988 Suicide & Crisis Lifeline Policy for Warm Transfers), and take place after crisis counseling has been provided and the immediate risk is de-escalated. If a phone based contact and warm transfer is not an option, the Center must include guidance to staff about best practices in alignment with the 988 Lifeline Administrator's guidance document on "Providing Referrals" available on the NRC.

988 Suicide & Crisis Lifeline Policy on Research and Evaluation

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 03/30/23
NEXT REVIEW DUE: 06/01/26

POLICY

The Center must be willing to participate in the 988 Lifeline Administrator's Network evaluation and research activities, including sharing service data, to assess clinical quality of 988 Lifeline contacts and guide the 988 Lifeline's formalized standards, training, and practices efforts.

The Center must inform the 988 Lifeline Administrator prior to data sharing or otherwise participating in any external research or evaluation of 988 Lifeline services provided by the center and follow all guidance provided by the Administrator on best practices for research participation.

988 Suicide & Crisis Lifeline Policy on Quality Improvement

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 06/09/22
NEXT REVIEW DUE: 06/01/26

POLICY

It is the policy to continuously evaluate and improve the quality of interactions between crisis counselors, Centers and the greater population which we serve. This will allow the opportunity to provide high standards of efficiency, clinical care, and consumer satisfaction across various Centers. Quality monitoring of operational KPI's (Key Performance Indicators) and crisis conversations (e.g. calls/chats/texts/videophone) is an essential component of any staff development and quality improvement plan.

PROCEDURE

Operational Quality

- 1) The Center shall engage in best efforts to respond promptly to 988 Lifeline calls within 60 seconds or less, which is understood to be 988 Lifeline Administrator's minimum acceptable KPI for average speed to answer (ASA). Furthermore, and while it is understood that unique capacity challenges and unusual Network events may impact centers periodically, Centers shall ensure *best faith efforts* to achieve the following monthly target KPIs as set forth by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA):
 - a) 95% of 988 Lifeline calls answered within 20 seconds or less
 - b) 90% of calls answered within 15 seconds or less
 - c) Less than 5% of contacts abandoning their contacts
 - d) Less than 10% of calls rolling over into the 988 Lifeline's National Backup Network
- 2) If a Center's answer rate for 988 Lifeline calls is below 80% for two or more consecutive quarters, the 988 Lifeline Administrator shall work with the center (and in collaboration with the funding state/territory if applicable) in order to implement a Performance Improvement Plan (PIP) including potentially reducing coverage area or hours until

sufficient performance gains have been achieved sufficient to reinstate prior coverage areas/hours.

Clinical Quality

The 988 Lifeline is committed to providing the highest quality service to consumers. To that end, Centers should proactively monitor and coach to the 988 Lifeline's Operational and Clinical standards and best practices. The 988 Lifeline Administrator will conduct its own quality monitoring of the 988 Lifeline Network via monitoring of interaction recordings/transcripts/records. As such, the Administrator reserves the right to request recordings/transcripts and or other documents as needed to be provided by the Center for quality improvement purposes.

QI Monitoring of Interactions

All Centers shall complete interaction monitoring, either live or using recordings, on a regular basis for calls, texts and chats to ensure the highest levels of service for all contacts. It is mandatory that Centers handling interactions complete the 988 Lifeline's Quality Improvement (QI) Monitoring Forms, for interactions assigned to them either via the Unified Platform or alternative method to be determined by the 988 Lifeline recordingsAdministrator. A Center may choose to monitor additional aspects of an interaction but must at a minimum monitor the aspects of an interaction outlined in the QI Monitoring Forms, which are available to view on the Network Resource Center. Centers will be required to monitor between .5% - 3% of 988 Lifeline Network interactions per month. Centers will submit their reviews through Vibrant Exchange. Centers will also be required to provide timely responses to the Administrator on any interactions identified by the 988 Lifeline QI team as not meeting 988 Lifeline standards.

All Centers must adhere to the 988 Lifeline Administrator's clinical standards. 988 Lifeline Crisis Chat and Text providers must also adhere to the Chat and Text clinical standards. The Administrator will assign a random sample of a Center's chats/texts or calls to be monitored. The Center must complete the appropriate QI Monitoring forms for the chat/text or call.

All 988 Lifeline Centers are required to meet the following QI requirements:

- 90% of all crisis counselors taking interactions should achieve QI scores of 70% or higher (monthly) and 70% or higher overall center score (quarterly)

Improvement Process for Crisis Counselors

If a crisis counselor's clinical performance score falls below the threshold outlined above for two or more consecutive quarters, is identified as part of a complaint, or found to be engaging in any unprofessional conduct while interacting with an individual contacting the 988 Lifeline, the 988 Lifeline Administrator shall work with the Center to address the

identified concern(s). This may include but isn't limited to potentially removing the crisis counselor from handling 988 Lifeline conversations until sufficient performance gains have been achieved sufficient to reinstate the crisis counselor.

Improvement Process for Centers

If a 988 Lifeline center is not meeting QI requirements as noted above, for two or more consecutive quarters, the 988 Lifeline Administrator shall work with the center (and in collaboration with the funding state/territory if applicable) in order to implement a PIP to address and provide support around identified areas of concern, which may include but isn't limited to required training or other related activities to improve their score.

Additionally, the 988 Lifeline Administrator reserves the right to accelerate a pause or removal of a Center from the 988 Lifeline Network based on egregious violations of best practices, contract requirements, or security protocols.

Complaints/Grievances

The 988 Lifeline Administrator strives to ensure that all contacts (e.g. callers/chatters/texters/videophone users) are treated in a professional and respectful manner. To this end, the Center shall have a grievance or complaint policy in place. The Center shall submit its grievance and complaint policy to the Administrator upon its application to the Network or upon request by the Administrator.

- a) For verbal complaints about 988 Lifeline conversations that occurred with a crisis counselor at that center (or their representatives, as applicable):
 - i) Center Staff shall direct complainants to appropriate supervisory personnel of the Center who will gather information about the complaint, phone number of the caller used at time of contact, and date/time of contact, or direct the Caller to submit a written complaint to the appropriate supervisory personnel of the Center, describing in detail the nature of the complaint;
 - ii) Supervisory Center staff, following their initial response to such a verbal complaint, shall investigate and review the conversation for compliance with 988 Lifeline clinical standards and operating requirements and take corrective action or training as needed with crisis counselor(s);
 - iii) The Center shall maintain a written record describing the nature of the complaint and its resolution and forward the details within 24 hours of the center completing their investigation to the 988 Lifeline Administrator via encrypted email to 988complaints@vibrant.org. The 988 Lifeline acknowledges that complaint resolution time for the center can vary based on the nature and complexity of each complaint.

- b) For verbal complaints for conversations that occurred with a crisis counselor at a different crisis center:
 - i) Center Staff shall direct the complainant to appropriate supervisory personnel of the Center who will gather information about the complaint, phone number of the caller used at time of contact, and date/time of contact and report the complaint to the 988 Lifeline Administrator after informing the complainant that the Center will do so, or the Center may also guide anyone with a complaint or grievance to [the 988 Lifeline contact us page](#).
 - ii) The Center shall maintain a written record describing the nature of the complaint and forward the details within 24 hours to the 988 Lifeline Administrator via encrypted email to 988complaints@vibrant.org.
- c) The 988 Lifeline Administrator will share all written complaints or grievances received by the Administrator with the receiving center (if it can be identified). Upon receipt of the complaint information by the Center:
 - i) The Center shall respond to the 988 Lifeline Administrator, in the provided format and noted timeline of one week (or less when indicated due to urgency), of the review of the complaint any resulting actions taken by the center:
 - ii) To the extent requested by the 988 Lifeline Administrator from time to time, the Center shall provide the Administrator with material and updated information with respect to the status of any such complaint or investigation.
- d) Noteworthy media events may also fall into this category and require similar follow up to/from each Center as determined by the 988 Lifeline Administrator based on the circumstances of the event.

Requests for Records

Requests for records may be sent to Centers for a variety of reasons including investigations by law enforcement, attorneys, or users of the 988 Lifeline and their families. It is the responsibility of the Center to create policies and procedures for these instances. It is recommended that a Center consult an attorney to help develop these policies and procedures. The 988 Lifeline Administrator recommends a court order be required for release of contact records, except in active imminent risk situations.

Additional Considerations

If a Center fails to meet the policies outlined in this Agreement, the 988 Lifeline Administrator may remove the Center from routing while resolutions are made. For

violations which may be ongoing, the Administrator may work with the Center to create a Performance Improvement Plan. If the Performance Improvement Plan does not result in the required actions, the Administrator may discuss with the Center whether continued service as a 988 Lifeline Center is advisable.

Feedback and Testimonials

The 988 Suicide & Crisis Lifeline recognizes the importance of feedback from people who contact the 988 Lifeline. The 988 Lifeline Administrator aims to ensure that Centers understand the significance of collecting and utilizing this information. We encourage the Center to collect feedback and experiences to be shared with the Administrator, thereby granting the Administrator and SAMHSA permission to use this information for service reports, promotional material or other purposes as determined suitable by the Administrator and SAMHSA. Any data used will not contain Personally Identifiable Information (PII). Individuals reaching out to the 988 Lifeline not only play a vital role in improving the services for others, but also provide inspiration and support to other individuals facing similar challenges by contributing to spreading awareness about the life-saving services offered by the 988 Lifeline on a broader scale. When collecting and sharing this information, the Center should ensure appropriate permissions from the individual providing the feedback/testimonial as well as ensuring appropriate measures are taken to ensure protection of PII.

988 Suicide & Crisis Lifeline Policy on utilizing The Network Resource Center (NRC) and Staying Current with Best Practices

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 04/02/23
NEXT REVIEW DUE: 06/01/26

POLICY

The 988 Lifeline Administrator provides, free of charge to Centers, a centralized online repository of resources to support Network Centers in service delivery and alignment to the Administrator's best practices requirements and guidelines called the Network Resource Center (NRC). The Administrator will provide key resources in both English and Spanish. Training will be provided to all Centers upon joining the 988 Lifeline Network on how to access the NRC and technical support is available for Centers needing assistance to access resources on the NRC.

The Center will ensure all crisis counselors, center management, supervisors, trainers, and quality assurance staff who are authorized to answer or provide support regarding 988 Lifeline conversations are provided the log-in information to access to the [Network Resource Center](#) (NRC) and be provided orientation and instruction on how to use the resources available on the site before they begin answering and/or providing support to crisis counselors answering contacts. Orientation and instruction to be provided to all Center Staff must include: how to utilize the PSAP lookup tool, warm-transfer procedures, and interpreter services, as well as how to locate and use training information and resources providing clinical guidance.

The Center will assign a representative(s) to receive and respond to 988 Lifeline Administrator communications, and attend 988 Lifeline webinars and meetings in order to stay up to date on clinical and operational guidance from the Administrator.

988 Suicide & Crisis Lifeline Policy on Triage

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 04/02/23
NEXT REVIEW DUE: 06/01/26

POLICY

The Center shall maintain policies and procedures that adhere to the 988 Lifeline Administrator's Triage Guidance which is located on the [Network Resource Center](#).

988 Suicide & Crisis Lifeline Policy on Violence and Threat Assessment

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 04/06/23
NEXT REVIEW DUE: 06/01/26

POLICY

The Center shall maintain policies and procedures for assessing and addressing contacts regarding potential violence (e.g. homicide, mass violence) consistent with the 988 Lifeline Administrator's Guidance Document for Violence Assessment and Threat Management which is located on the [Network Resource Center](#).

988 Suicide & Crisis Lifeline Policy on Warm Transfers

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 04/02/23
NEXT REVIEW DUE: 06/01/26

POLICY

The Center shall maintain policies and procedures that adhere to the 988 Lifeline Administrator's Guidelines related to making and receiving warm transfers, including:

- 988 Lifeline Warm Transfer Guidance and Procedures for connecting callers to other Network Centers or subnetworks for local service connections and referrals
- Receiving External Warm Transfers From State/National Partners
- Making Referrals and Warm Transfers to External Organizations

All guidance documents listed above are located on the [Network Resource Center](#).

988 Suicide & Crisis Lifeline Policy regarding No Limitations of Service

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 04/02/23
NEXT REVIEW DUE: 06/02/26

POLICY

The Center shall maintain policies and procedures that ensure that the 988 Lifeline service is open and accessible to all users.

- 1) The Center shall not ban, block or refuse to answer any 988 Lifeline callers, chatters, texters, or videophone users. Centers should have policies and procedures in place to address abusive contacts and those policies as applied to 988 Lifeline contacts must be in alignment with the Guidelines for Responding to Abusive Behavior as located on the [Network Resource Center](#) (NRC).
- 2) The Center shall place no time limits for the length of 988 Lifeline contacts unless in clinically appropriate individual circumstances outlined in Lifeline's Guidance on Familiar Contacts and/or the Lifeline's Guidelines for Responding to Abusive Behavior which are located on the [Network Resource Center](#).

988 Suicide & Crisis Lifeline Policy on Sentinel Events

PROGRAM: 988 Suicide and Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 06/20/23
NEXT REVIEW DUE: 06/20/26

POLICY

The purpose of this Sentinel Event Policy is to establish guidelines and procedures for identifying, reporting, reviewing, and preventing sentinel events at 988 Lifeline Centers.

RELEVANT BACKGROUND AND DEFINITIONS

Definition of Sentinel Event:

- A. Broadly, a Sentinel Event is an unexpected occurrence involving death, serious physical injury, or a “near miss.”
- B. In the 988 Lifeline context, Sentinel Events include, but are not limited to, 988 Lifeline interactions or 988 delay in services followed by serious injury or death.

PROCEDURE

Crisis Centers Reporting of Sentinel Events:

All Sentinel Event disclosures should be made to the 988 Lifeline Administrator within 24 hours of discovery by a 988 Lifeline Network Center(s) and should include as much accurate information about the Sentinel Event that is available. This must include at a minimum the 988 Lifeline Network Center(s), contact information for the individuals involved, any other relevant circumstances surrounding the incident, any contributors to the incident as understood at this stage, and any pre-identified steps being taken to prevent future occurrences. Any 988 Lifeline Center that becomes aware of a Sentinel Event has a responsibility to report the event to the Administrator promptly and accurately to 988QualityImprovement@vibrant.org (using encryption to protect PII).

The 988 Lifeline Administrator may also become aware of a Sentinel Event via an alternate source such as the media, via a complaint/grievance or other method. In these situations, the Administrator will notify the appropriate Center and review the Sentinel Event as outlined below.

Once the 988 Lifeline Administrator is notified of the incident, SAMHSA will be notified within 24-business hours of the Administrator learning of the incident along with the Center’s state/territory (if applicable) and the Center Engagement Manager. The Center will then be provided with the Sentinel Event Report form for completion.

The Sentinel Event Report form should be completed by the Center and returned to the 988 Lifeline Administrator for review within five (5) business days of receipt. If certain events require an urgent or expedited response due to the nature of the concerns or ongoing concern for safety, the center may be required to return the completed form within 24-48 hours.

Further follow up or request for documentation and other materials may be required from the Center once the 988 Lifeline Administrator has reviewed the Sentinel Event response.

Once all requested documents are received and reviewed and approved by the 988 Lifeline Administrator, the review will then be considered completed. Any feedback or recommendations will be provided to the Center within five (5) business days of the completion of the review, as well as updates provided to SAMHSA and to the state when indicated.

Confidentiality will be maintained during the reporting process, with information shared only on a need-to-know basis and adhering to HIPAA regulations.

The 988 Lifeline Administrator will also connect the Center to ongoing support where indicated (not limited to: the 988 Lifeline Wellness Team; Standards, Training, and Practices; etc.).

Reporting of Sentinel Events to the 988 Lifeline Administrator should be done in accordance with applicable state/territory and federal regulations and requirements and should be aligned with state or territory Sentinel Event policies.

- In the event that a Center conducts its own root cause analysis, it is recommended that the Center provide this report to the Administrator.

Review and Analysis

The 988 Lifeline Administrator will maintain open and transparent communication with 988 Lifeline Network Centers as appropriate during the review process. Upon receipt of a Sentinel Event report, an immediate review will be initiated by the Administrator. The goal of the review is to identify contributing factors which may exist at all levels, to include individual and systems-level contributors.

The 988 Lifeline Administrator Sentinel Event reviews undergo a multi-disciplinary approach and may include but aren't limited to representatives from relevant departments within the Administrator. 988 Lifeline Network Centers and any other relevant parties must provide all investigation documentation or records, as applicable by law and any other related policies.

Corrective Actions, Preventive Measures, and Crisis System Review

The 988 Lifeline Administrator recognizes the valuable contributions of its crisis counselors, and appreciates that sometimes Sentinel Events occur even when everything has been done according to 988 best practices. At times, there may be value in the provision of supportive feedback to a Center, which at times could also include a Performance Improvement Plan (PIP), to address identified areas for improvement with the intent of decreasing the likelihood of similar Sentinel Events in the future through expansions in policies, procedures, training, and monitoring. Corrective actions aim to minimize harm to individuals contacting the 988 Lifeline for emotional distress or thoughts of suicide, improve systems and processes, and enhance public safety. A comprehensive record of the Sentinel Event, the review, corrective actions, and preventive measures will be maintained by the Administrator and shared with the Center and with SAMHSA.

ADDITIONAL CONSIDERATIONS

Within the 988 Lifeline Quality Improvement framework, a Sentinel Event is defined as an unforeseen incident that involves an individual who has contacted the 988 Lifeline, leading to outcomes such as death (suicide or homicide), severe harm, permanent harm, or events that result in significant media coverage related to the 988 Lifeline. These incidents are not limited to 988 Lifeline interactions but may extend to situations such as violence or other threats which can impact both the 988 Lifeline's efficacy and the well-being of the individual. The term "Sentinel Event" serves as a critical signal within our 988 Quality Improvement framework, triggering immediate investigation and a systematic response to enhance the 988 Lifeline's safety and operational performance. It's essential to recognize that not all Sentinel Events within this context are the result of errors; and conversely, not all errors culminate in Sentinel Events. This highlights our commitment to proactive quality improvement measures to prevent and mitigate such events for the 988 Lifeline.

988 Suicide & Crisis Lifeline Suicide Safety Policy

PROGRAM: National Suicide Prevention Lifeline
EFFECTIVE DATE: 12/27/2022
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 6/27/2024
NEXT REVIEW DUE: 5/27/2026

POLICY

NOTE: *The Lifeline Suicide Safety Policy (2024) serves to replace the Lifeline Risk Assessment Standards (2007) and the Policy for Helping Callers at Imminent Risk of Suicide (2011). This policy references the Suicide Safety Policy: Supplemental Guide, available on Lifeline's Network Resource Center (NRC), here on referenced as the Supplemental Guide.*

All Lifeline crisis contact centers shall have a written policy that specifically addresses actions to be undertaken by crisis counselors in working with those at risk of suicide that is consistent with the Lifeline Suicide Safety Policy. These requirements are as follows:

1. Assessment and Intervention

Crisis contact centers shall have documented policies requiring that:

- 1.1. Crisis counselors practice **active engagement** (as defined in *Supplemental Guide: Section 1*) with all Lifeline callers/chatters/texters ("contacts"), specifically those determined to be at risk of suicide, attempting suicide, or at **imminent risk of suicide** (as defined in *Supplemental Guide: Section 1*).
- 1.2. In all Lifeline conversations, crisis counselors must **ask about suicide** (see *Supplemental Guide: Section 2*).
 - 1.2.1. If an affirmative response is received to *Have you had any thoughts of suicide in the past few days, including today?*, crisis counselors must complete a safety assessment that includes the elements outlined in the Lifeline **Four Core Principles of Suicide Assessment** (FCP) (*Supplemental Guide: Section 3*), AND is consistent with the Lifeline **Safety Assessment Model** (see *Supplemental Guide: Section 4*). This requires that:
 - 1.2.1.1. Crisis contact centers maintain a safety assessment tool that includes all elements of the FCP.

- 1.2.1.2. A safety assessment requires that all elements noted as essential elements of the FCP are explored.
 - 1.2.1.3. Elements noted as situationally specific of the FCP are explored when clinically relevant.
 - 1.2.1.4. Crisis contact centers maintain a safety planning tool consistent with the Lifeline Safety Assessment Model.
- 1.2.2. If an affirmative response is received to *Have you taken any action to harm yourself today?*, crisis counselors must **assess immediate safety** and determine if there is an **attempt in progress** (as defined in *Supplemental Guide: Section 1*) then proceed to follow the requirements in 1.3.
- 1.3. If an individual is determined to be at **imminent risk of suicide** (as defined in *Supplemental Guide: Section 1*) following a safety assessment, OR an **attempt in progress** is identified (as defined in *Supplemental Guide: Section 1*), crisis counselors must:
 - 1.3.1. Work to promote the contact's participation in securing their own safety through actively engaging the individual in efforts to increase safety.
 - 1.3.2. Work with the contact to implement the **least invasive intervention** (as defined in *Supplemental Guide: Section 1*) that can secure the safety of the individual.
 - 1.3.3. Initiate an **involuntary emergency service intervention** (as defined in *Supplemental Guide: Section 1*) only as a last resort and only if, despite attempts to de-escalate and collaborate on less invasive alternatives, the individual at **imminent risk** remains unwilling and/or unable to take action to secure their own safety or there is already an **attempt in progress**. In these cases, the request to dispatch an emergency service intervention must be undertaken with or without the caller/chatter/texter's consent.
- 1.4. Crisis counselors must work with **third-party contacts** (as defined in *Supplemental Guide: Section 1* and guidance provided in *Supplemental Guide: Section 7*) using the least invasive and most collaborative actions to best ensure the safety of an individual believed to be at imminent risk of suicide. Crisis contact center policy must include direction to make efforts to connect to the individual at risk directly.

- 1.5 When there is a request by the crisis contact center to dispatch services for emergency or urgent response, center guidelines must provide crisis counselors with information on when and how best to confirm contact was made with the person in crisis by those services. The policy must include actions to be taken when contact is unsuccessful and must also require documentation of actions taken by crisis center staff for instances in which contact could not be confirmed despite the crisis contact center's best efforts. Crisis contact centers must confirm contact by requested dispatched services in the following instances:

1.5.1 All interventions that resulted in the request for the dispatch of an **emergency service intervention**.

1.5.2 Any interventions that resulted in the request for the dispatch of a **mobile crisis response** (as defined in *Supplemental Guide: Section 1*) involuntarily or when an individual remains at imminent risk and the mobile crisis response is requested in order to de-escalate imminent risk.

2. Supervisory Support and Training

Crisis contact centers shall have documented policies requiring that:

- 2.1. **Supervisory access** ("supervisor" defined in *Supplemental Guide: Section 1*) is available during all hours of the crisis contact center's operations for timely consultation from crisis counselors when needing assistance in determining the most appropriate intervention for an individual at imminent risk of suicide. This is of particular importance when an involuntary emergency service intervention is required. Each crisis contact center's individual policy must clearly outline procedures for accessing supervisory consultation and when crisis counselors are required to do so (ideally crisis contact center procedures would direct crisis counselors to seek approval from a supervisor before requesting dispatch of an emergency service intervention).
- 2.2. All interventions that have resulted in requesting a PSAP to dispatch an emergency service intervention, either voluntary or involuntary, must undergo a **supervisory review** that includes the element listed in *Supplemental Guide: Section 5*. This must occur in a timely manner (ideally within 72 hours). When possible the crisis counselor who responded to the crisis conversation being reviewed should be included in this review, when this is not possible they must be informed of the outcome of the review.

- 2.3. All current crisis counselors, and those who supervise, support, review for quality, or train those taking 988 conversations are required to complete and pass all of the core online self-paced training courses that have been identified by the 988 Lifeline as required. These courses include information on the **Lifeline Safety Assessment Model** and **training on the use of involuntary emergency service interventions**.

- 2.3.1. All crisis contact centers responding to Lifeline Crisis Chat and Text conversations must also take the d required training(s) specific for chat and text crisis conversations.

3. Community Engagement

In support of the requirement to provide the least invasive, most collaborative intervention, the requirement to confirm emergency service contact, and the requirement to use involuntary emergency service interventions as a last resort, Lifeline crisis contact centers are required to:

- 3.1. **Investigate alternatives to emergency service interventions** within the community. Crisis contact centers must collect information on all available local resources that could be used as alternate interventions before requesting dispatch of an emergency service intervention from a PSAP (alternatives such as mobile crisis teams), and educate crisis counselors on how to access such services. To the extent that no such alternatives exist in their coverage area, crisis contact centers must document strategies for outreach/education efforts to public/private entities to address this need (see *Supplemental Guide: Section 6*).
- 3.1.1. Should a mobile crisis response (or similar community outreach team) exist and/or serve the crisis contact center's designated service territory, a formal relationship must be developed between the crisis contact center and any such entities, such as an MOU. This formal relationship should include agreement between entities on the goal of the collaboration, the roles and responsibilities of each collaborator (or agency), and the protocols for intervention and/or support for crisis contact center contacts (if a formal relationship cannot be put into place, the crisis contact center must provide documentation of efforts to secure a formal relationship).
- 3.2. **Establish collaborative relationships with emergency service providers** in the community. This should include, at a minimum, establishing a formal relationship with the closest local public safety answering point (PSAPs/911 centers, tribal emergency responders) to establish cooperative relationships and protocols for working together (if a formal relationship cannot be put

into place, the crisis contact center must provide documentation of efforts to secure such an arrangement). Crisis contact centers should also work to establish formal or informal collaborative relationships to the extent possible with all PSAPs in the crisis contact center's service territory, as well as with other local emergency services providers. Lifeline centers must submit proof of the formal collaborative relationship with their local PSAP (see *Supplemental Guide: Section 9*).

988 Suicide & Crisis Lifeline User Tenets Policy

PROGRAM: 988 Suicide & Crisis Lifeline
EFFECTIVE DATE: 07/01/24
REVIEW TERM: Two Years -- reviewed biennially
LAST REVISION DATE: 04/02/23
NEXT REVIEW DUE: 06/01/26

POLICY

The Center shall maintain written policies that specifically address service delivery to 988 Lifeline callers/chatters/texters/videophone users that is consistent with the following 988 Lifeline User Tenets.

988 Lifeline contacts have a right to expect the following from their interactions with the Lifeline:

1. Individuals seeking support from the 988 Lifeline do not have to provide their name, age/DOB (date of birth), gender, ethnicity, race, citizenship status, or any other identifying information to receive crisis intervention services.
 - a. They may voluntarily share pieces of this information during the course of providing context for their presenting concerns.
 - b. They can voluntarily provide this information to a crisis counselor with appropriate, documented consent to assist in connection to secondary resources and referrals that may help them with issues discussed in their contact with the 988 Lifeline.
 - c. Services cannot be denied based on provision of identifying information.
2. Individuals seeking support from the 988 Lifeline have the right to expect: to receive crisis intervention counseling and emotional support during their interaction; crisis counselor adherence to the 988 Lifeline Safety Assessment model; and that the primary purpose of their conversation with the 988 Lifeline is not an intake or screening for another service or program.
 - a. 988 Lifeline contacts may not be refused service, or asked to call back later, or call another line or otherwise be screened out of an interaction for not having current thoughts of suicide.
3. Individuals seeking support from the 988 Lifeline have a right to consent or decline referrals to any secondary services they might be offered during their contact with the 988 Lifeline.
 - a. Exceptions may occur for some mobile crisis and emergency service interventions for Imminent Risk or Attempt in Progress situations (Please see 988 Suicide & Crisis Line Suicide Safety Policy).

- b. Individuals seeking support from the 988 Lifeline have the right to consent or decline enrollment in any short-term safety support calls and any formal Follow-up Programs with a 988 Lifeline Center.
 - c. The 988 Lifeline may reach out to callers without direct consent who disconnect suddenly in accordance with the guidance provided in the 988 Lifeline Administrator's Hang-Ups and Disconnections Guidance Document which is located on the [Network Resource Center](#), or in cases of Network-wide technological disruption to service, where a notification of service restoration and invitation to re-connect may be offered.
 - d. Centers must comply with HHS, SAMHSA and 988 Lifeline Administrator policies for privacy, confidentiality, and disclosure of personally identifiable information.
- 4. Individuals seeking support from the 988 Lifeline have the right to expect identifying information about their contact with the 988 Lifeline will not be shared outside the 988 Lifeline (including to funders) without their consent:
 - a. Except when imminent risk of harm to self or others is present and cannot be de-escalated safely during the conversation.
 - i. The only information shared should be relevant to providing emergency intervention to a person in a life-threatening situation
 - b. Individuals seeking support from the 988 Lifeline can expect that aggregate data and reports from 988 Lifeline Centers can be shared with funders, stakeholders and the community to help illustrate the types of needs, resources and funds that are needed to better support the community at large. In addition, non-identifying, disaggregated demographic data may be utilized in accordance with state and federal privacy laws for the purpose of improving the resourcing and provision of crisis services.
 - c. The 988 Lifeline Administrator does partner with university-based researchers for evaluation of Lifeline services. These evaluations have been central to improving the quality of Lifeline's service for nearly two decades, as well as establishing standards of effective care for crisis hotlines nationally and internationally. All of the research and evaluations are conducted following strict research and data protocols established by the research institutions to protect the privacy of callers, chatters, texters, and videophone users, and to ensure ethical research procedures are followed.
- 5. Individuals seeking support from the 988 Lifeline are not charged by the Center for these 988 services except:
 - a. In the relatively rare circumstances where a 988 Lifeline Center wishes to receive financial reimbursement for their services from Medicaid or other insurance programs to allow them to sufficiently fund their service, they must obtain and document consent from the person before attempting to do so and explicitly explain the reason behind any identifying information the center is collecting for this use.

- b. The 988 Lifeline Administrator strongly encourages insurance/Medicaid payment be based on population/penetration rate information whenever possible rather than utilizing individually identified information for reimbursement.
- c. Individuals seeking support from the 988 Lifeline may be billed for urgent/emergency services that may result (with or without their express consent) from their conversations with the 988 Lifeline, such as mobile crisis services, ambulance transport, or hospital evaluation/stays. Additionally if an individual seeking support from the 988 Lifeline voluntarily accepts a referral for other services outside of the crisis conversation (such as outpatient mental health counseling, etc.), those services may come with fees to the individual. Crisis counselors must be transparent about any known fees when offering referrals/linkages to other services, even within their own parent organizations, and service users should have the right to opt out of receiving those services if they choose (excepting emergency service intervention if required following the 988 Lifeline's Suicide Safety Policy).

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# Alachua 988 Network Agreement 2.2025

Final Audit Report

2025-03-03

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2025-03-03                                   |
| By:             | Tiffany Mitchell (tmitchell@vibrant.org)     |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAABYTh_0-yJJ44WrSbJyc55zBp3oDCf5Op |

## "Alachua 988 Network Agreement 2.2025" History

-  Document created by Tiffany Mitchell (tmitchell@vibrant.org)  
2025-03-03 - 8:19:34 PM GMT- IP address: 68.175.20.180
-  Document emailed to Alison Lewis (alewis@vibrant.org) for signature  
2025-03-03 - 8:23:39 PM GMT
-  Email viewed by Alison Lewis (alewis@vibrant.org)  
2025-03-03 - 8:31:17 PM GMT- IP address: 24.91.79.144
-  Document e-signed by Alison Lewis (alewis@vibrant.org)  
Signature Date: 2025-03-03 - 8:32:47 PM GMT - Time Source: server- IP address: 24.91.79.144
-  Agreement completed.  
2025-03-03 - 8:32:47 PM GMT





## Agenda Item Summary

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**File #: 25-00183**

**Agenda Date: 3/25/2025**

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**Agenda Item Name:**

**Gun Violence Prevention Grant Evaluation Team Recommendation for Awards – RFA 25-44-PM**

**Presenter:**

Claudia Tuck, 352-231-0058

**Description:**

Applications were submitted in response to a Request for Applications (RFA) 25-44-PM Gun Violence Prevention Grant Initiative. A Grant Review Committee recommends funding the following entities and projects:

| Applicant                             | Amount Requested | Amount Recommended |
|---------------------------------------|------------------|--------------------|
| Strong-MINDED Mentoring Inc           | \$10,000.00      | \$10,000.00        |
| The Black On Black Crime Task Force   | \$10,000.00      | \$10,000.00        |
| Star Center Theatre                   | \$10,000.00      | \$10,000.00        |
| League of Women Voters Alachua County | \$9,800.00       | \$9,800.00         |
| Total Life Productions LLC            | \$10,000.00      | \$10,000.00        |
| Gladden Boxing Club                   | \$10,000.00      | \$200.00           |

The total amount of funding recommended is \$50,000.00.

**Recommended Action:**

Approve the recommendations of the Grant Review Committee and authorize the County Manager to execute agreements with the entities on behalf of the County.

**Prior Board Motions:**

On 8/13/24 the board approved the scope and integrated application for the RFA and delegated authority to the County Manager to appoint Grant Review Committee members.

**Fiscal Note:**

There is \$50,000 available in account 001.29.2973.569.82.00 Aid to Private Organizations for these Gun Violence Prevention Grant awards.

**Strategic Guide:**

Social and Economic Opportunity

**Background:**

Alachua County has declared gun violence to be a public health crisis and has adopted the public health model approach to mitigation. The Gun Violence Prevention Grant Initiative (GVPG) is intended to support organizations that provide prevention and intervention activities using the public health model to address risk and protective factors to prevent gun violence. The Board previously appropriated \$150,000.00 of funding for gun violence prevention initiatives, matching a \$150,000.00 appropriation from the City of Gainesville, and \$250,000.00 from the Children's Trust of Alachua County. This initiative utilizes \$50,000.00 of County General Funds to make awards.

A grant review evaluation team comprised of County staff reviewed 15 applications. In applying the evaluative criteria outlined in the RFA each reviewer independently scored the applications. On 02/14/25 a public meeting was held where the evaluation team members discussed their scoring. One adjustment was made and the team finalized its award recommendation as outlined above.



# Alachua County Procurement

Theodore "TJ" White, Jr., NIGP-CPP, CPPB  
Procurement Manager

Thomas J. Rouse  
Contracts Supervisor

March 4, 2025

## **MEMORANDUM**

**To:** Theodore "TJ" White, Jr. NIGP-CPP, CPPB, Procurement Manager  
**From:** Precious Merriweather, Procurement Agent PM  
**Subject:** **INTENT TO AWARD RFA 25-44-PM Gun Violence Prevention Grant (GVPG)**

Solicitation Deadline: 2:00 PM, December 18, 2024  
Solicitation Notifications View Count: 1028 Vendors  
Solicitations Downloads: 43 Vendors  
Solicitations Submissions: 15 Vendors

| <b><u>Vendors:</u></b>                                                                                             |                                                                                |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| 100 Black Men Greater Florida GNV INC<br>9200 NW 39th Ave<br>Suite 139<br>GAINESVILLE, FL 32606                    | Against All Odds Movement<br>3700 SW 27TH ST APT E201<br>Gainesville, FL 32608 |
| AMANDA ASHLEY LIFE<br>9200 NW 39th Ave<br>#3109<br>Gainesville, FL 32605                                           | Community Impact Corporation<br>3575 NE 15th Street<br>GAINESVILLE, FL 32609   |
| Gainesville Area Community Tennis Association<br>(DBA: Aces in Motion)<br>P.O. Box 357492<br>Gainesville, FL 32635 | Galden Boxing Club<br>2318 Ne Waldo Rd<br>Gainesville, FL 32609                |
| League of Women Voters Alachua County<br>PO Box 15285<br>Gainesville, FL 32604-5285                                | Made For More Foundation<br>2925 NW 39th Ave<br>Gainesville, FL 32605          |
| River Phoenix Center for Peacebuilding<br>2603 NW 13th Street<br>#375<br>GAINESVILLE, FL 32609                     | Star Center Theatre<br>11 NE 23rd Avenue<br>Gainesville, FL 32609              |



# Alachua County Procurement

Theodore "TJ" White, Jr., NIGP-CPP, CPPB  
Procurement Manager

Thomas J. Rouse  
Contracts Supervisor

|                                                                                |                                                                                              |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Strong-MINDED Mentoring Inc<br>21 NE 48th Terr<br>Gainesville, FL 32641        | Superior Moves Records, LLC<br>321 NW 10th St, Gainesville, Florida<br>Gainesville, FL 32601 |
| SupportBLKGNV<br>530 West University Avenue<br>DB113H<br>Gainesville, FL 32601 | The Black On Black Crime Task Force<br>PO Box 5565<br>Gainesville, FL 32627                  |
| Total Life Productions LLC<br>942 Turkey Creek<br>Alachua, FL 32615            |                                                                                              |


## **RECOMMENDATION:**

The board approves the Evaluation Committee's award ranking below for RFA 25-44-PM Gun Violence Prevention Grant (GVPG).

1. Strong-MINDED Mentoring Inc
2. The Black On Black Crime Task Force
3. Total Life Productions LLC
4. Star Center Theatre
5. League of Women Voters Alachua County
6. Galdden Boxing Club

Approve the above ranking and authorize staff to negotiate agreements with the six (6) top ranked firms.

The actual RFP award is subject to the appropriate signature authority identified in the Procurement Code.

|                                                                                                                       |          |
|-----------------------------------------------------------------------------------------------------------------------|----------|
| <br>TJ White (M 3, 2025 09:14 EST) | 03/05/25 |
| Approved<br>Theodore "TJ" White, Jr., CPPB<br>Procurement Manager                                                     | Date     |

TW/pm

### **Vendor Complaints or Grievances; Right to Protest**

Unless otherwise governed by state or Federal law, this part shall govern the protest and appeal of Procurement decisions by the County. As used in Part A of Article 9 of the Procurement Code, the term "Bidder" includes anyone that submits a response to an invitation to bid or one who makes an offer in response to a solicitation (e.g., ITB, RFP, ITN), and is not limited solely to one that submits a bid in response to an Invitation to Bid (ITB).

- (1) *Notice of Solicitations and Awards.* The County shall provide notice of all solicitations and awards by electronic posting in accordance with the procedures and Florida law.
- (2) *Solicitation Protest.* Any prospective Bidder may file a solicitation protest concerning a solicitation.
  - (a) *Basis of the Solicitation Protest:* The alleged basis for a solicitation protest shall be limited to the following:
    - i. The terms, conditions or specifications of the solicitation are in violation of, or are inconsistent with this Code, Florida Statutes, County procedures and policies, or the terms of the solicitation at issue, including but not limited to the method of evaluating, ranking or awarding of the solicitation, reserving rights of further negotiations, or modifying or amending any resulting contract; or
    - ii. The solicitation instructions are unclear or contradictory.
  - (b) *Timing and Content of the Solicitation Protest:* The solicitation protest must be in writing and must be received by the Procurement Manager, [twhite@alachuacounty.us](mailto:twhite@alachuacounty.us) by no later than the solicitation's question submission deadline. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the Bidder's right to protest or appeal any solicitation defects, and shall bar the Bidder from subsequently raising such solicitation defects in any subsequent Award Protest, if any, or any other administrative or legal proceeding. In the event a solicitation protest is timely filed, the protesting party shall be deemed to have waived any and all solicitation defects that were not timely alleged in the protesting party's solicitation protest, and the protesting party shall be forever barred from subsequently raising or appealing said solicitation defects in a subsequent award protest, if any, or any other administrative or legal proceeding. The solicitation protest must include, at a minimum, the following information:
    - i. The name, address, e-mail and telephone number of the protesting party;
    - ii. The solicitation number and title;
    - iii. Information sufficient to establish that the protesting party has legal standing to file the solicitation Protest because:
      1. It has a substantial interest in and is aggrieved in connection with the solicitation; and
      2. That the protesting party is responsive, in accordance with the criteria set forth in the solicitation, unless the basis for the Solicitation Protest alleges that the criteria set forth in the solicitation is defective, in which case the protesting party must demonstrate that it is responsible in accordance with the criteria that the protesting party alleges should be used;
    - iv. A detailed statement of the basis for the protest;
    - v. References to section of the Code, Florida Statutes, County policies or procedure or solicitation term that the protesting party alleges have been violated by the County or that entitles the protesting party to the relief requested;
    - vi. All supporting evidence or documents that substantiate the protesting party's alleged basis for the protest; and
    - vii. The form of the relief requested.
  - (c) *Review and Determination of Protest:* If the Solicitation Protest is not timely, the Procurement Manager shall notify the protesting party that the Solicitation Protest is untimely and, therefore, rejected. The Procurement Manager shall consider all timely Solicitation Protests and may conduct any inquiry that the Procurement Manager deems necessary to make a determination regarding a protest. The Procurement Manager shall issue a written determination granting or denying the protest. The written determination shall contain a concise statement of the basis for the determination.

- (d) *Appeal*: If the protesting party is not satisfied with the Procurement Manager's determination, the protesting party may appeal the determination to the County Manager by filing a written appeal, which sets forth the basis upon which the appeal is based, including all supporting documentation. The scope of the appeal shall be limited to the basis alleged in the Solicitation Protest. The appeal must be filed with the Procurement Manager within five business days of the date on which the Procurement Manager's written determination was sent to the protesting party. Failure to timely file an appeal shall constitute a waiver of the protesting party's rights to an appeal of the Procurement Manager's determination, and the protesting party shall be forever barred from subsequently raising or appealing said Solicitation defects in a subsequent award protest, if any, or any other administrative or legal proceeding. After considering the appeal, the County Manager must determine whether the solicitation should stand, be revised, or be cancelled, and issue a written determination and provide copies of the determination to the protesting party. The determination of the County Manager shall be final and not subject to further appeal under this code.
- (3) *Award Protest*. Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an award protest. However, an award protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.
- (a) *Basis of the Award Protest*: The alleged basis for an Award Protest shall be limited to the following:
- i. The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;
  - ii. The County failed to substantively follow the procedures or requirements specified in the solicitation documents, except for minor irregularities that were waived by the County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and
  - iii. The County made a mathematical error in evaluating the responses to the solicitation, resulting in an incorrect score and not *protesting party not being selected for award*.
- (b) *Timing and Content of the Award Protest*: The Award Protest must be in writing and must be received by the Procurement Manager, [twhite@alachuacounty.us](mailto:twhite@alachuacounty.us) by no later than 3:00 PM on the third business day after the County's proposed Award decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder's right to protest or appeal the County's proposed Award decision in any administrative or legal proceeding. In the event an Award Protest is timely filed, the protesting party shall be deemed to have waived any and all proposed Award defects that were not timely alleged in the protesting party's Award Protest, and the protesting party shall be forever barred from subsequently raising or appealing said Award defects in any administrative or legal proceeding. The Award Protest must include, at a minimum, the following information:
- i. The name, address, e-mail and telephone number of the protesting party;
  - ii. The Solicitation number and title;
  - iii. Information sufficient to establish that the protesting party's response was responsive to the Solicitation;
  - iv. Information sufficient to establish that the protesting party has legal standing to file the Solicitation Protest because:
    1. The protesting party submitted a response to the Solicitation or other basis for establishing legal standing;
    2. The protesting party has a substantial interest in and is aggrieved in connection with the proposed Award decision; and
    3. The protesting party, and not any other bidder, should be awarded the Solicitation if the protesting party's Award Protest is upheld.
  - v. A detailed statement of the basis for the protest;
  - vi. References to section of the Code, Florida Statutes, County policies or procedure or solicitation term that the protesting party alleges have been violated by the County or that entitles the protesting party to the relief requested;

- vii. All supporting evidence or documents that substantiate the protesting party's alleged basis for the protest; and
  - viii. The form of the relief requested.
- (c) *Review and Determination of Protest:* If the Award Protest is not timely, the Procurement Manager shall notify the protesting party that the Award Protests is untimely and, therefore, rejected. The Procurement Manager shall consider all timely Award Protests and may conduct any inquiry that the county Procurement Manager deems necessary to resolve the protest by mutual agreement or to make a determination regarding the protests. The Procurement Manager shall issue a written determination granting or denying each protest. The written determination shall contain a concise statement of the basis for the determination.
- (d) *Appeal:*
- i. If the protesting party is not satisfied with the Procurement Manager's determination, the protesting party may appeal the determination to the County Manager by filing a written appeal, which sets forth the basis upon which the appeal is based. The scope of the appeal shall be limited to the basis alleged in the award protest. The appeal must be filed with the Procurement Manager within five business days of the date on which the Procurement Manager's written determination was mailed to the protesting party. Failure to timely file an appeal shall constitute a waiver of the protesting party's rights to an appeal of the Procurement Manager's determination, and the protesting party shall be forever barred from subsequently raising or appealing said award defects in any administrative or legal proceeding.
  - ii. After reviewing the appeal, the County Manager will issue a written final determination and provide copies of the determination to the protesting party. Prior to issuing a final determination, the County Manager, in his or her discretion, may direct a hearing officer, or magistrate, to conduct an administrative hearing in connection with the protest and issue findings and recommendations to the County Manager. Prior to a hearing, if held, the Procurement Manager must file with the hearing officer the protest, any background information, and his or her written determination. The protesting party and the County shall equally share the cost of conducting any hearing, including the services of the hearing officer. If applicable, the County Manager may wait to issue a written final determination until after receipt of the findings and recommendations of the hearing officer. The determination of the County Manager shall be final and not subject to further appeal under this code.
- (4) *Burden of Proof:* Unless otherwise provide by Florida law, the burden of proof shall rest with the protesting party.
- (5) *Stay of Procurements during Protests.* In the event of a timely protest, the County shall not proceed further with the solicitation or with the award of the contract until the Procurement Manager, after consultation with the head of the using department, makes a written determination that the award of the solicitation without delay is:
- (a) Necessary to avoid an immediate and serious danger to the public health, safety, or welfare;
  - (b) Necessary to avoid or substantial reduce significant damage to County property;
  - (c) Necessary to *avoid or substantially reduce interruption of essential County Services; or;*
  - (d) Otherwise in the best interest of the public.

## Public Meeting Minutes (Start Recording)

### RFA 25-44-PM Gun Violence Prevention Grant (GVPG)

Date: Friday, February 14, 2025

Start Time: 2:15 PM

Location: 218 SE 24<sup>th</sup> St  
Conference Room A  
Gainesville, FL 32641

#### 1. **Call Meeting to Order**

#### 2. **RFA Process Overview for Today's Meeting**

- 2.1. Good afternoon, I am **Precious Merriweather** with Procurement, and I will be administrating this meeting as the Committee Chair (non-voting member), introduce committee, Trelany Pennington, Amber Peacock and Joe Lipsey.
- 2.2. Thank you, committee, for taking the time out of your busy schedule to evaluate these applications. Welcome to the citizens attending this Public Meeting; this meeting is open to the public and you will have an announced time (3 minutes; no response required) for public comments. Please review the agenda that is on the screen.
- 2.3. The RFA team will be evaluating vendors' applications, discussing their scores, and approving the Team's Ranking. This Team's final ranking will be submitted to the BoCC with the negotiated contract(s) for approval.

#### 3. **RFA Committee Members Process Instructions**

- 3.1. **First**, in OPENGOV, all evaluators have certified that they have no Conflict of Interest, and I will show them on screen, discuss if necessary.
- 3.2. **Second**, due to the cone-of-silence imposed on the committee members, this is the first occasion members have been able to talk and work together as a committee.
- 3.3. *As committee members you have broad latitude in your discussions, deliberations and ranking provided you are not arbitrary and capricious.*
- 3.4. **Third**, we will record and discuss the preliminary scores on the screen. Call for validation of scores to ensure they are the scores the members entered in OPENGOV.
- 3.5. The team will discuss, evaluate, and rank all vendor submittals one by one. Starting with the team leader allow each member to give feedback. (**Encourage dialog**)
  - 3.5.1. Discuss scores and make Changes if pertinent.
  - 3.5.2. Discussion record and Update: **Evaluation Scores**
    - 3.5.2.1. Encourage discussion on the proposals, scoring and until all members are satisfied.
    - 3.5.2.2. NOTE: Agents will monitor the discussion, keep it on track; keep it on topic.
  - 3.5.3. Call for validation of RFA team Evaluation Scores for the Team's Final Ranking and funding recommendations.



### Aggregate Scores Summary

Report Print All Scores Table Options

Export to CSV

| Vendor                                                  | Joe Lipsey | Amber Peacock | Trelany Pennington | Total Score<br>(Max Score 200) |
|---------------------------------------------------------|------------|---------------|--------------------|--------------------------------|
| 100 Black Men Greater Florida GNV INC                   | 175        | 145           | 185                | 168.33                         |
| Against All Odds Movement                               | 150        | 130           | 185                | 155                            |
| AMANDA ASHLEY LIFE                                      | 170        | 170           | 125                | 155                            |
| Community Impact Corporation                            | 128        | 170           | 160                | 152.67                         |
| Gainesville Area Community Tennis Association (DBA: ... | 155        | 160           | 160                | 158.33                         |
| Galden Boxing Club                                      | 140        | 180           | 200                | 173.33                         |
| League of Women Voters Alachua County                   | 144        | 195           | 200                | 179.67                         |
| Made For More Foundation                                | 152        | 175           | 190                | 172.33                         |
| River Phoenix Center for Peacebuilding                  | 193        | 180           | 140                | 171                            |
| Star Center Theatre                                     | 175        | 195           | 170                | 180                            |
| Strong-MINDED Mentoring Inc                             | 185        | 185           | 200                | 190                            |
| Superior Moves Records, LLC                             | 150        | 115           | 200                | 155                            |
| SupportBLKGNV                                           | 152        | 160           | 90                 | 134                            |
| The Black On Black Crime Task Force                     | 164        | 190           | 200                | 184.67                         |
| Total Life Productions LLC                              | 191        | 195           | 155                | 180.33                         |

Click a vendor's name to view the scorecard submitted by each evaluator for that response.  
Click an evaluator's score to view the detailed scorecard for each response reviewed by that evaluator.

| A  | B                                                                   | C          | D             | E                  | F           | G                | H              | I |
|----|---------------------------------------------------------------------|------------|---------------|--------------------|-------------|------------------|----------------|---|
|    | Vendor                                                              | Joe Lipsey | Amber Peacock | Trelany Pennington | Total Score | Amount Requested | Amount Awarded |   |
| 1  | Strong-MINDED Mentoring Inc                                         | 185        | 185           | 200                | 190         | \$ 10,000.00     | \$ 10,000.00   |   |
| 2  | The Black On Black Crime Task Force                                 | 164        | 190           | 200                | 184.67      | \$ 10,000.00     | \$ 10,000.00   |   |
| 3  | Total Life Productions LLC                                          | 191        | 195           | 155                | 180.33      | \$ 10,000.00     | \$ 10,000.00   |   |
| 4  | Star Center Theatre                                                 | 175        | 195           | 170                | 180         | \$ 10,000.00     | \$ 10,000.00   |   |
| 5  | League of Women Voters Alachua County                               | 144        | 195           | 200                | 179.67      | \$ 9,800.00      | 9,800          |   |
| 6  | Galden Boxing Club                                                  | 140        | 180           | 200                | 173.33      | \$ 10,000.00     | \$ 200.00      |   |
| 7  | Made For More Foundation                                            | 152        | 175           | 190                | 172.33      | \$ 10,000.00     | \$ -           |   |
| 8  | River Phoenix Center for Peacebuilding                              | 193        | 180           | 140                | 171         | \$ 10,000.00     | \$ -           |   |
| 9  | 100 Black Men Greater Florida GNV INC                               | 175        | 145           | 185                | 168.33      | \$ 10,000.00     | \$ -           |   |
| 10 | Gainesville Area Community Tennis Association (DBA: Aces in Motion) | 155        | 160           | 160                | 158.33      | \$ 10,000.00     | \$ -           |   |
| 11 | Superior Moves Records, LLC                                         | 150        | 115           | 200                | 155         | \$ 5,000.00      | \$ -           |   |
| 12 | AMANDA ASHLEY LIFE                                                  | 170        | 170           | 125                | 155         | \$ 10,000.00     | \$ -           |   |
| 13 | Against All Odds Movement                                           | 150        | 130           | 185                | 155         | \$ 10,000.00     | \$ -           |   |
| 14 | Community Impact Corporation                                        | 128        | 170           | 160                | 152.67      | \$ 10,000.00     | \$ -           |   |
| 15 | SupportBLKGNV                                                       | 152        | 160           | 90                 | 134         | \$ 10,000.00     | \$ -           |   |
|    |                                                                     |            |               |                    |             |                  | \$ 50,000.00   |   |

3.6. Motion to Approve the Ranking: Trelany Pennington motioned to approve the above ranking, funding and authorize staff to negotiate agreements with the six (6) top ranked firms; Amber Peacock seconded the motion.

Vote 3-0 in favor.

4. Public Comments (3 minutes): none

5. Motion to Approve the Meeting Minutes: Amber Peacock moved to approve the Minutes, Trelany Pennington seconded the motion.

Vote 3-0 in favor.

6. Meeting Adjourn at – 3:33 pm.



EXECUTIVE SUMMARY  
RFA No. RFA 25-44-PM  
Gun Violence Prevention Grant (GVPG)

RESPONSE DEADLINE: December 18, 2024 at 2:00 pm

Tuesday, March 4, 2025

## SOLICITATION OVERVIEW

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Title</b>       | Gun Violence Prevention Grant (GVPG)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Project ID</b>          | RFA 25-44-PM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Project Type</b>        | Request For Application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Release Date</b>        | November 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Due Date</b>            | December 18, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Procurement Agent</b>   | Precious Merriweather                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Evaluators</b>          | Joe Lipsey, Amber Peacock, Trelany Pennington                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Project Description</b> | <p>Alachua County has declared gun violence to be a public health crisis and has adopted the public health model approach to mitigation. The Centers for Disease Control and Prevention and World Health Organization outline a public health approach to violence prevention based on four steps: (1) define and monitor the problem, (2) identify risk and protective factors, (3) develop and test prevention strategies, (4) ensure widespread adoption of effective strategies.</p> <p>The Alachua County Board of County Commissioners (hereinafter referred to as "Board") is seeking applications from qualified non-governmental organizations that have a physical business location in Alachua County (hereinafter, referred to as "Applicant") for this Request for Application for Gun Violence Prevention Grant Initiative (hereinafter known as "GVPG"). Small Business Program as defined and in accordance with Alachua County Ordinance 2024-09, are also encouraged to apply. A Small Business Program is defined as one having 25 or fewer permanent, full-time employees and have a net worth not exceeding \$1,000,000.00. Additionally, to be qualified for the GVPG, an Applicant must be registered with the Florida Department of State in accordance with the provision of Chapter 607, Florida Statutes, prior to the application submission date.</p> <p>Link for How to apply for the Small Business Program<br/><a href="https://www.alachuacounty.us/Depts/EO/SmallBusiness/Pages/SmallBusinessProgram.aspx">:https://www.alachuacounty.us/Depts/EO/SmallBusiness/Pages/SmallBusinessProgram.aspx</a></p> |

## Introduction

### Summary

Alachua County has declared gun violence to be a public health crisis and has adopted the public health model approach to mitigation. The Centers for Disease Control and Prevention and World Health Organization outline a public health approach to violence prevention based on four steps: (1) define and monitor the problem, (2) identify risk and protective factors, (3) develop and test prevention strategies, (4) ensure widespread adoption of effective strategies.

The Alachua County Board of County Commissioners (hereinafter referred to as "Board") is seeking applications from qualified non-governmental organizations that have a physical business location in Alachua County (hereinafter, referred to as "Applicant") for this Request for Application for Gun Violence Prevention Grant Initiative (hereinafter known as "GVPG"). Small Business Program as defined and in accordance with Alachua County Ordinance 2024-09, are also encouraged to apply. A Small Business Program is defined as one having 25 or fewer permanent, full-time employees and have a net worth not exceeding \$1,000,000.00. Additionally, to be qualified for the GVPG, an Applicant must be registered with the Florida Department of State in accordance with the provision of Chapter 607, Florida Statutes, prior to the application submission date.

Link for How to apply for the Small Business Program

:<https://www.alachuacounty.us/Depts/EO/SmallBusiness/Pages/SmallBusinessProgram.aspx>

### Background

**Location:** Alachua County is located in North Central Florida. The County government seat is situated in Gainesville. Gainesville is located 70 miles southwest of Jacksonville, 129 miles southeast of Tallahassee, 140 miles northeast of Tampa - St. Petersburg and 109 miles northwest of Orlando. Alachua County has a population of over 250,000 and a regional airport. The County itself consists of a total area of 969 square miles.

**Form of Government:** Alachua County is governed by a Board of five (5) elected County Commissioners and operates under the established County Manager Charter form of government. In addition to the five County Commissioners, there are five elected Constitutional Officers: Supervisor of Elections, Sheriff, Clerk of the Court, Tax Collector, and the Property Appraiser. The Alachua County Attorney also reports to the Board.

### Contact Information

**Precious Merriweather**

Procurement Agent I

Email: [pmerriweather@alachuacounty.us](mailto:pmerriweather@alachuacounty.us)

Phone: [\(352\) 337-6269](tel:(352)337-6269)

**Department:**  
Community Support Services

### Timeline

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Solicitation Release Date</b>                | November 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Pre-Solicitation Meeting (Non-Mandatory)</b> | <p>November 25, 2024, 9:00am<br/> Community Support Services<br/> Crisis Center<br/> 218 SE 24th ST,<br/> Gainesville, FL 32641</p> <p>Microsoft Teams Need help?<br/> <a href="https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F%2Fmeetup-join%2F19%3Ameeting_YTdiNmUyNjUtOGI3Mi00ZGQ4LTg0NDEtYTA3ZmFkNjI3ZTA2%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252290fc851d-766d-4d7b-a09c-bfbf1d2dac94%2522%252c%2522Oid%2522%253a%2522a7415bac-2a66-4acb-a196-d73a8994b0a7%2522%257d%26anon%3Dtrue&amp;type=meetup-join&amp;deeplinkId=d15eae6-7ba0-4606-8677-47c0c9f15b6d&amp;directDl=true&amp;msLaunch=true&amp;enableMobilePage=true&amp;suppressPrompt=true">https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F%2Fmeetup-join%2F19%3Ameeting_YTdiNmUyNjUtOGI3Mi00ZGQ4LTg0NDEtYTA3ZmFkNjI3ZTA2%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252290fc851d-766d-4d7b-a09c-bfbf1d2dac94%2522%252c%2522Oid%2522%253a%2522a7415bac-2a66-4acb-a196-d73a8994b0a7%2522%257d%26anon%3Dtrue&amp;type=meetup-join&amp;deeplinkId=d15eae6-7ba0-4606-8677-47c0c9f15b6d&amp;directDl=true&amp;msLaunch=true&amp;enableMobilePage=true&amp;suppressPrompt=true</a></p> <p>Meeting ID: 261 055 472 939<br/> Passcode: gv98NQ</p> <hr/> <p>Dial in by phone<br/> +1 469-998-7938,,258122769# United States,<br/> Dallas<br/> Find a local number<br/> Phone conference ID: 258 122 769#<br/> For organizers: Meeting options   Reset dial-in<br/> PIN</p> |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Question Submission Deadline</b>          | December 1, 2024, 12:01am                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Solicitation Submission Deadline</b>      | December 18, 2024, 2:00pm                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Solicitation Opening – Teams Meeting:</b> | <p>December 18, 2024, 2:00pm<br/> The scheduled solicitation opening will occur via Teams Meeting; the information to join is provided below. Attendance (live viewing) of the proposals opening is not required.</p> <p>Join Microsoft Teams meeting<br/> Join on your computer, mobile app or room device<br/> Click here to join the meeting</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTQyYzk5YzMtZDc4ZS00N2lxLTljMWUtMjAwNTQwN2NjNTNi%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22Oid%22%3a%22c82ab8e7-6ee1-4cd5-9191-4aa322a1828f%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTQyYzk5YzMtZDc4ZS00N2lxLTljMWUtMjAwNTQwN2NjNTNi%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22Oid%22%3a%22c82ab8e7-6ee1-4cd5-9191-4aa322a1828f%22%7d</a></p> <p>Meeting ID: 259 625 692 241<br/> Passcode: yX9G3Q<br/> Download Teams   Join on the web<br/> Or call in (audio only)<br/> +1 469-998-7938,,366862554# United States, Dallas<br/> Phone Conference ID: 366 862 554#</p> <p>If you have a disability and need an accommodation in order to participate, please contact the Alachua County ADA Coordinator at <a href="mailto:ADA@alachuacounty.us">ADA@alachuacounty.us</a> or Equal Opportunity Office at 352-374-5275 at least 7 business days prior to the event. If you are unable to notify the Office prior to the event, please inform an Alachua County employee that you need assistance. TDD/TTY users, please call 711 (Florida Relay Service).</p> |

## SOLICITATION STATUS HISTORY

| Date                 | Changed To   | Changed By            |
|----------------------|--------------|-----------------------|
| Oct 3, 2024 4:25 PM  | Draft        | Precious Merriweather |
| Oct 14, 2024 3:46 PM | Review       | Precious Merriweather |
| Nov 13, 2024 8:52 AM | Final        | Precious Merriweather |
| Nov 13, 2024 8:53 AM | Post Pending | Precious Merriweather |
| Nov 13, 2024 3:00 PM | Open         | OpenGov Bot           |
| Dec 18, 2024 2:00 PM | Pending      | OpenGov Bot           |
| Jan 6, 2025 10:38 AM | Evaluation   | Precious Merriweather |

## PROPOSALS RECEIVED

| Status    | Vendor                                                              | Contact Info                                                    | Submission Date       |
|-----------|---------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------|
| Submitted | 100 Black Men Greater Florida GNV INC                               | AuBroncee Martin<br>aubronceemartin@gmail.com<br>(352) 214-7314 | Dec 18, 2024 1:13 AM  |
| Submitted | AMANDA ASHLEY LIFE                                                  | AMANDA TAYLOR<br>info@amandaashley.life<br>(352) 474-1940       | Dec 12, 2024 10:07 AM |
| Submitted | Against All Odds Movement                                           | Essence Thomas<br>theaaomovement@gmail.com<br>(352) 346-3676    | Dec 10, 2024 7:23 PM  |
| Submitted | Community Impact Corporation                                        | Karl Anderson<br>revk00@gmail.com<br>(352) 339-3851             | Dec 10, 2024 9:06 PM  |
| Submitted | Gainesville Area Community Tennis Association (DBA: Aces in Motion) | Aldreka Everett<br>aldreka@acesinmotion.org<br>(386) 473-8888   | Dec 16, 2024 3:55 PM  |
| Submitted | Galdden Boxing Club                                                 | Lee Gladden<br>gladdenboxingclub@gmail.com<br>(352) 278-0397    | Dec 5, 2024 11:34 AM  |
| Submitted | League of Women Voters Alachua County                               | Diane Dimperio<br>dimp@cox.net<br>(352) 262-5805                | Dec 7, 2024 10:28 AM  |
| Submitted | Made For More Foundation                                            | Joel Romelus<br>jromelus@madeformoreinspire.org                 | Dec 10, 2024 5:39 PM  |
| Submitted | River Phoenix Center for Peacebuilding                              | Lynn Max<br>lynn@centerforpeacebuilding.org                     | Dec 10, 2024 12:16 PM |

EXECUTIVE SUMMARY  
RFA No. RFA 25-44-PM  
Gun Violence Prevention Grant (GVPG)

| Status    | Vendor                              | Contact Info                                                          | Submission Date       |
|-----------|-------------------------------------|-----------------------------------------------------------------------|-----------------------|
| Submitted | Star Center Theatre                 | Rhonda Wilson<br>spotlighttalk@gmail.com<br>(352) 378-3311            | Dec 10, 2024 2:59 PM  |
| Submitted | Strong-MINDED Mentoring Inc         | Jarell Whitehead<br>strongmindedmentoring@gmail.com<br>(352) 318-8641 | Dec 3, 2024 11:33 AM  |
| Submitted | Superior Moves Records, LLC         | Corey Williams<br>corey@offdachainz.com<br>(352) 318-9945             | Nov 26, 2024 11:43 PM |
| Submitted | SupportBLKGNV                       | Ashlei Askew<br>ashlei@supportblkgnv.com<br>(352) 448-8780            | Dec 17, 2024 3:12 PM  |
| Submitted | The Black On Black Crime Task Force | Tony Jones<br>jonestrblkonblk@gmail.com<br>(352) 339-5972             | Dec 9, 2024 9:52 AM   |
| Submitted | Total Life Productions LLC          | Romona Jackson<br>totallifeproductions@gmail.com                      | Nov 15, 2024 3:19 PM  |
| No Bid    | Unipak Corp.                        | Brian Marcus<br>customercare@unipakcorp.net<br>(888) 808-5120         | Nov 13, 2024 3:11 PM  |

## VENDOR QUESTIONNAIRE PASS/FAIL

| Question Title                                    | 100 Black Men Greater Florida GNV INC | AMANDA ASHLEY LIFE | Against All Odds Movement | Community Impact Corporation |
|---------------------------------------------------|---------------------------------------|--------------------|---------------------------|------------------------------|
| Corporate Resolution Granting Signature           | Pass                                  | Pass               | Pass                      | Pass                         |
| Responsible Agent Designation                     | Pass                                  | Pass               | Pass                      | Pass                         |
| Provide your Employer Identification Number (EIN) | Pass                                  | Pass               | Pass                      | Pass                         |
| Provide physical address in Alachua County        | Pass                                  | Pass               | Pass                      | Pass                         |
| Provide a mailing address                         | Pass                                  | Pass               | Pass                      | Pass                         |

EXECUTIVE SUMMARY  
RFA No. RFA 25-44-PM  
Gun Violence Prevention Grant (GVPG)

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| Question Title                                                                                                                                                                                                | 100 Black Men<br>Greater Florida GNV<br>INC | AMANDA ASHLEY<br>LIFE | Against All Odds<br>Movement | Community Impact<br>Corporation |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-----------------------|------------------------------|---------------------------------|
| Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09                                                                                                            | Pass                                        | Pass                  | Pass                         | Pass                            |
| Project Name                                                                                                                                                                                                  | Pass                                        | Pass                  | Pass                         | Pass                            |
| Amount of funds being requested                                                                                                                                                                               | Pass                                        | Pass                  | Pass                         | Pass                            |
| Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided? | Pass                                        | Pass                  | Pass                         | Pass                            |
| Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County                                                                                        | Pass                                        | Pass                  | Pass                         | Pass                            |
| Does your proposed project fit into one of the BoCC's funding priorities?                                                                                                                                     | Pass                                        | Pass                  | Pass                         | Pass                            |
| Please describe how your project will prevent gun violence in Alachua County                                                                                                                                  | Pass                                        | Pass                  | Pass                         | Pass                            |
| Please describe how the funds will be used, including tentative dollar amounts for all expenditures                                                                                                           | Pass                                        | Pass                  | Pass                         | Pass                            |



EXECUTIVE SUMMARY  
RFA No. RFA 25-44-PM  
Gun Violence Prevention Grant (GVPG)

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| Question Title                                                        | 100 Black Men<br>Greater Florida GNV<br>INC | AMANDA ASHLEY<br>LIFE | Against All Odds<br>Movement | Community Impact<br>Corporation |
|-----------------------------------------------------------------------|---------------------------------------------|-----------------------|------------------------------|---------------------------------|
| Describe the timeline and anticipated milestone dates for the project | Pass                                        | Pass                  | Pass                         | Pass                            |
| Describe measurable outcomes for the project                          | Pass                                        | Pass                  | Pass                         | Pass                            |
| Drug Free Workplace                                                   | Pass                                        | Pass                  | Pass                         | Pass                            |
| Conflict of Interest                                                  | Pass                                        | Pass                  | Pass                         | Pass                            |
| Supporting Documentation (Optional)                                   | No Response                                 | Pass                  | No Response                  | Pass                            |
| Acknowledgement of Requirements                                       | Pass                                        | Pass                  | Pass                         | Pass                            |

| Question Title                                                                                     | Gainesville Area<br>Community Tennis<br>Association (DBA:<br>Aces in Motion) | Galdden Boxing Club | League of Women<br>Voters Alachua<br>County | Made For More<br>Foundation |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|---------------------|---------------------------------------------|-----------------------------|
| Corporate Resolution Granting Signature                                                            | Pass                                                                         | Pass                | Pass                                        | Pass                        |
| Responsible Agent Designation                                                                      | Pass                                                                         | Pass                | Pass                                        | Pass                        |
| Provide your Employer Identification Number (EIN)                                                  | Pass                                                                         | Pass                | Pass                                        | Pass                        |
| Provide physical address in Alachua County                                                         | Pass                                                                         | Pass                | Pass                                        | Pass                        |
| Provide a mailing address                                                                          | Pass                                                                         | Pass                | Pass                                        | Pass                        |
| Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09 | Pass                                                                         | Pass                | Pass                                        | Pass                        |
| Project Name                                                                                       | Pass                                                                         | Pass                | Pass                                        | Pass                        |

EXECUTIVE SUMMARY  
RFA No. RFA 25-44-PM  
Gun Violence Prevention Grant (GVPG)

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| Question Title                                                                                                                                                                                                | Gainesville Area Community Tennis Association (DBA: Aces in Motion) | Galden Boxing Club | League of Women Voters Alachua County | Made For More Foundation |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------|---------------------------------------|--------------------------|
| Amount of funds being requested                                                                                                                                                                               | Pass                                                                | Pass               | Pass                                  | Pass                     |
| Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided? | Pass                                                                | Pass               | Pass                                  | Pass                     |
| Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County                                                                                        | Pass                                                                | Pass               | Pass                                  | Pass                     |
| Does your proposed project fit into one of the BoCC's funding priorities?                                                                                                                                     | Pass                                                                | Pass               | Pass                                  | Pass                     |
| Please describe how your project will prevent gun violence in Alachua County                                                                                                                                  | Pass                                                                | Pass               | Pass                                  | Pass                     |
| Please describe how the funds will be used, including tentative dollar amounts for all expenditures                                                                                                           | Pass                                                                | Pass               | Pass                                  | Pass                     |
| Describe the timeline and anticipated milestone dates for the project                                                                                                                                         | Pass                                                                | Pass               | Pass                                  | Pass                     |
| Describe measurable outcomes for the project                                                                                                                                                                  | Pass                                                                | Pass               | Pass                                  | Pass                     |

EXECUTIVE SUMMARY  
RFA No. RFA 25-44-PM  
Gun Violence Prevention Grant (GVPG)

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| Question Title                      | Gainesville Area Community Tennis Association (DBA: Aces in Motion) | Galden Boxing Club | League of Women Voters Alachua County | Made For More Foundation |
|-------------------------------------|---------------------------------------------------------------------|--------------------|---------------------------------------|--------------------------|
| Drug Free Workplace                 | Pass                                                                | Pass               | Pass                                  | Pass                     |
| Conflict of Interest                | Pass                                                                | Pass               | Pass                                  | Pass                     |
| Supporting Documentation (Optional) | No Response                                                         | Pass               | Pass                                  | Pass                     |
| Acknowledgement of Requirements     | Pass                                                                | Pass               | Pass                                  | Pass                     |

| Question Title                                                                                     | River Phoenix Center for Peacebuilding | Star Center Theatre | Strong-MINDED Mentoring Inc | Superior Moves Records, LLC |
|----------------------------------------------------------------------------------------------------|----------------------------------------|---------------------|-----------------------------|-----------------------------|
| Corporate Resolution Granting Signature                                                            | Pass                                   | Pass                | Pass                        | Pass                        |
| Responsible Agent Designation                                                                      | Pass                                   | Pass                | Pass                        | Pass                        |
| Provide your Employer Identification Number (EIN)                                                  | Pass                                   | Pass                | Pass                        | Pass                        |
| Provide physical address in Alachua County                                                         | Pass                                   | Pass                | Pass                        | Pass                        |
| Provide a mailing address                                                                          | Pass                                   | Pass                | Pass                        | Pass                        |
| Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09 | Pass                                   | Pass                | Pass                        | Pass                        |
| Project Name                                                                                       | Pass                                   | Pass                | Pass                        | Pass                        |
| Amount of funds being requested                                                                    | Pass                                   | Pass                | Pass                        | Pass                        |

EXECUTIVE SUMMARY  
RFA No. RFA 25-44-PM  
Gun Violence Prevention Grant (GVPG)

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| Question Title                                                                                                                                                                                                | River Phoenix Center for Peacebuilding | Star Center Theatre | Strong-MINDED Mentoring Inc | Superior Moves Records, LLC |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------|-----------------------------|-----------------------------|
| Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided? | Pass                                   | Pass                | Pass                        | Pass                        |
| Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County                                                                                        | Pass                                   | Pass                | Pass                        | Pass                        |
| Does your proposed project fit into one of the BoCC's funding priorities?                                                                                                                                     | Pass                                   | Pass                | Pass                        | Pass                        |
| Please describe how your project will prevent gun violence in Alachua County                                                                                                                                  | Pass                                   | Pass                | Pass                        | Pass                        |
| Please describe how the funds will be used, including tentative dollar amounts for all expenditures                                                                                                           | Pass                                   | Pass                | Pass                        | Pass                        |
| Describe the timeline and anticipated milestone dates for the project                                                                                                                                         | Pass                                   | Pass                | Pass                        | Pass                        |
| Describe measurable outcomes for the project                                                                                                                                                                  | Pass                                   | Pass                | Pass                        | Pass                        |
| Drug Free Workplace                                                                                                                                                                                           | Pass                                   | Pass                | Pass                        | Pass                        |
| Conflict of Interest                                                                                                                                                                                          | Pass                                   | Pass                | Pass                        | Pass                        |

EXECUTIVE SUMMARY  
RFA No. RFA 25-44-PM  
Gun Violence Prevention Grant (GVPG)

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| Question Title                      | River Phoenix Center for Peacebuilding | Star Center Theatre | Strong-MINDED Mentoring Inc | Superior Moves Records, LLC |
|-------------------------------------|----------------------------------------|---------------------|-----------------------------|-----------------------------|
| Supporting Documentation (Optional) | No Response                            | Pass                | Pass                        | Pass                        |
| Acknowledgement of Requirements     | Pass                                   | Pass                | Pass                        | Pass                        |

| Question Title                                                                                                                                                                                                | SupportBLKGNV | The Black On Black Crime Task Force | Total Life Productions LLC |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------|----------------------------|
| Corporate Resolution Granting Signature                                                                                                                                                                       | Pass          | Pass                                | Pass                       |
| Responsible Agent Designation                                                                                                                                                                                 | Pass          | Pass                                | Pass                       |
| Provide your Employer Identification Number (EIN)                                                                                                                                                             | Pass          | Pass                                | Pass                       |
| Provide physical address in Alachua County                                                                                                                                                                    | Pass          | Pass                                | Pass                       |
| Provide a mailing address                                                                                                                                                                                     | Pass          | Pass                                | Pass                       |
| Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09                                                                                                            | Pass          | Pass                                | Pass                       |
| Project Name                                                                                                                                                                                                  | Pass          | Pass                                | Pass                       |
| Amount of funds being requested                                                                                                                                                                               | Pass          | Pass                                | Pass                       |
| Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided? | Pass          | Pass                                | Pass                       |
| Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County                                                                                        | Pass          | Pass                                | Pass                       |

| Question Title                                                                                      | SupportBLKGNV | The Black On Black Crime Task Force | Total Life Productions LLC |
|-----------------------------------------------------------------------------------------------------|---------------|-------------------------------------|----------------------------|
| Does your proposed project fit into one of the BoCC's funding priorities?                           | Pass          | Pass                                | Pass                       |
| Please describe how your project will prevent gun violence in Alachua County                        | Pass          | Pass                                | Pass                       |
| Please describe how the funds will be used, including tentative dollar amounts for all expenditures | Pass          | Pass                                | Pass                       |
| Describe the timeline and anticipated milestone dates for the project                               | Pass          | Pass                                | Pass                       |
| Describe measurable outcomes for the project                                                        | Pass          | Pass                                | Pass                       |
| Drug Free Workplace                                                                                 | Pass          | Pass                                | Pass                       |
| Conflict of Interest                                                                                | Pass          | Pass                                | Pass                       |
| Supporting Documentation (Optional)                                                                 | No Response   | Pass                                | Pass                       |
| Acknowledgement of Requirements                                                                     | Pass          | Pass                                | Pass                       |

## QUESTIONS AND ANSWERS

### Approved, Unanswered Questions

### Approved, Answers Provided

#### 1. eligibility

*Nov 16, 2024 11:58 AM*

**Question:** We are interested in applying for the grant but are a volunteer organization and do not employees so do not have policies related to employees nor a physical office. May we apply? League of Women Voters of Alachua County

*Nov 16, 2024 11:58 AM*

**Answered by Precious Merriweather:** Per the solicitation, the only requirement is to have a physical address in Alachua, please refer to the principal address used when registering your business through SunBiz as the physical address.

*Nov 19, 2024 12:14 PM*

**2. eligibility**

*Nov 25, 2024 10:30 AM*

**Question:** The application form requests affirmation that the applicant has a very specific drug free work place policy. The League of Women Voters of Alachua County does not have employees nor a workplace. Our volunteers chose which activities in which they participate. Some participate in activities such as voter registration and many of our volunteers join mainly to support the LWV financially and are not active in any activities. Our gun violence committee volunteers would be involved in the proposed grant activities. Our meetings are virtual and people may volunteer to engage in the proposed activities such as material development, tabling or other community events. Please advise.

*Nov 25, 2024 10:30 AM*

**Answered by Precious Merriweather:** The absence of a Drug Free Workplace policy is not a prohibitor for submitting an application. However, it must be noted that Alachua County is a Drug Free Workplace and as such there is an expectation that a Drug Free Workplace will be maintained by any organization contracting with the County.

*Dec 5, 2024 8:36 AM*

**ADDENDA & NOTICES**

ADDENDA ISSUED:

**Addendum #1**

*Dec 10, 2024 8:41 PM*

Extended due date to December 18th.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

ADDENDA ACKNOWLEDGEMENTS:

Addendum #1

| Proposal                    | Confirmed | Confirmed At          | Confirmed By   |
|-----------------------------|-----------|-----------------------|----------------|
| Total Life Productions LLC  | X         | Dec 11, 2024 10:03 AM | Romona Jackson |
| Superior Moves Records, LLC | X         | Dec 11, 2024 8:33 AM  | Corey Williams |

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RFA No. RFA 25-44-PM  
Gun Violence Prevention Grant (GVPG)

|                                                                     |   |                       |                  |
|---------------------------------------------------------------------|---|-----------------------|------------------|
| Strong-MINDED Mentoring Inc                                         | X | Dec 12, 2024 7:11 AM  | Jarell Whitehead |
| Galdden Boxing Club                                                 | X | Dec 11, 2024 6:41 AM  | Lee Gladden      |
| League of Women Voters Alachua County                               | X | Dec 11, 2024 8:59 AM  | Diane Dimperio   |
| The Black On Black Crime Task Force                                 | X | Dec 12, 2024 1:10 PM  | Tony Jones       |
| River Phoenix Center for Peacebuilding                              | X | Dec 11, 2024 8:28 AM  | Lynn Max         |
| Star Center Theatre                                                 | X | Dec 11, 2024 8:53 AM  | Rhonda Wilson    |
| Made For More Foundation                                            | X | Dec 11, 2024 8:06 AM  | Joel Romelus     |
| Against All Odds Movement                                           | X | Dec 11, 2024 3:49 PM  | Essence Thomas   |
| Community Impact Corporation                                        | X | Dec 10, 2024 9:06 PM  | Richard Anderson |
| AMANDA ASHLEY LIFE                                                  | X | Dec 12, 2024 8:58 AM  | AMANDA TAYLOR    |
| Gainesville Area Community Tennis Association (DBA: Aces in Motion) | X | Dec 11, 2024 3:01 PM  | Aldreka Everett  |
| SupportBLKGNV                                                       | X | Dec 11, 2024 10:39 AM | Ashlei Askew     |
| 100 Black Men Greater Florida GNV INC                               | X | Dec 10, 2024 9:56 PM  | AuBroncee Martin |

NOTICES ISSUED:

**Notice #1**

*Nov 25, 2024 1:18 PM*

Attached are the PowerPoint and recording from the public meeting held on 11/25.

*Attachments:*

- [GVPG Pre-Bid Meeting PowerPoint](#)
- [Public Meeting - RFA 25-44-PM GVPG-20241125 090037-Meeting Recording](#)

**Notice #2**

*Dec 18, 2024 2:22 PM*

Bid Tabulation Receive only

*Attachments:*

- [RFA 25-44-PM Bid Tabulation](#)

**Notice #3**

*Jan 17, 2025 11:51 AM*

Alachua County Procurement announces a public meeting to which all persons are invited to attend an Evaluation Committee Meeting on **Thursday, January 30, 2025, at 9:00 am**, to discuss and update of the proposals for competitive solicitation for RFA 25-44-PM Gun Violence Prevention Grant (GVPG). The final recommendations will be sent to the Alachua County Board of County Commissioners.

-

Topic: Public Notice of Evaluation Committee Meeting for RFA 25-44-PM Gun Violence Prevention Grant (GVPG)  
Time: Thursday January 30, 2025, at 9:00 am Eastern Time (US and Canada)  
Location: Community Support Services  
Conference Room A  
218 SE 24th ST,  
Gainesville, FL 32641



Microsoft Teams [Need help?](#)  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NWMzYzI2ZDIzM2Y2NC00OGYyLTk4YTktNzE3YzM2NTMzNzd%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfb1d2dac94%22%2c%22Oid%22%3a%22a7415bac-2a66-4acb-a196-d73a8994b0a7%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWMzYzI2ZDIzM2Y2NC00OGYyLTk4YTktNzE3YzM2NTMzNzd%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfb1d2dac94%22%2c%22Oid%22%3a%22a7415bac-2a66-4acb-a196-d73a8994b0a7%22%7d)  
Meeting ID: 235 115 299 602

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Passcode: VG68Wh7g  
Dial in by phone  
[+1 469-998-7938,453469437#](#) United States, Dallas  
[Find a local number](#)  
Phone conference ID: 453 469 437#  
For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

These meetings are subject to change and/or cancellation. If you have any questions regarding these meetings, please call 352.384.3090. All persons are advised that, if they decide to contest any decision made at any of these meetings, they will need a record of the proceedings and, for such purpose, they may need to ensure that verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. If any accommodations are needed for persons with disabilities, please contact the County's Equal Opportunity Office at (352)374-5275 or (TTD) (352)-374-5284.

*Attachments:*

· [PM Notice RFP 25-44-PM JAN 16](#)

**Notice #4**

*Jan 29, 2025 3:42 PM*

The Thursday, January 30th meeting at 9:00am has been canceled and will be rescheduled at a later date.

**Notice #5**

*Feb 4, 2025 1:09 PM*

Alachua County Procurement announces a public meeting to which all persons are invited to attend an Evaluation Committee Meeting on **Friday, February 14, 2025, at 2:00 pm**, to discuss and update of the proposals for competitive solicitation for [RFA 25-44-PM Gun Violence Prevention Grant \(GVPG\)](#). The final recommendations will be sent to the Alachua County Board of County Commissioners.

Topic: Public Notice of Evaluation Committee Meeting for [RFA 25-44-PM Gun Violence Prevention Grant \(GVPG\)](#)  
Time: Friday February 14, 2025, at 2:00 pm Eastern Time (US and Canada)  
Location: Community Support Services  
Conference Room A  
218 SE 24th ST,  
Gainesville, FL 32641

Microsoft Teams [Need help?](#)  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NTFIZWY4Y2UtMzhhNi00ZTdmlWFjZiMtYjY4YWVjMDI2ZWVz%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfb1d2dac94%22%2c%22Oid%22%3a%22a7415bac-2a66-4acb-a196-d73a8994b0a7%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTFIZWY4Y2UtMzhhNi00ZTdmlWFjZiMtYjY4YWVjMDI2ZWVz%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfb1d2dac94%22%2c%22Oid%22%3a%22a7415bac-2a66-4acb-a196-d73a8994b0a7%22%7d)  
Meeting ID: 278 275 319 136

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Passcode: Tr3oS72Q

**Dial in by phone**

[+1 469-998-7938](tel:+14699987938), [661007818#](tel:+14699987938) United States, Dallas

[Find a local number](#)

Phone conference ID: 661 007 818#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

These meetings are subject to change and/or cancellation. If you have any questions regarding these meetings, please call 352.384.3090. All persons are advised that, if they decide to contest any decision made at any of these meetings, they will need a record of the proceedings and, for such purpose, they may need to ensure that verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. If any accommodations are needed for persons with disabilities, please contact the County's Equal Opportunity Office at (352)374-5275 or (TTD) (352)-374-5284.

*Attachments:*

· [PM Notice RFP 25-44-PM.docx FEB 14](#)

**Notice #6**

*Feb 19, 2025 10:21 AM*

Agenda, Meeting Minutes, and Recording from Public Meeting held on 2/14/2025.

*Attachments:*

· [Meeting Minutes RFA 25-44-PM Gun Violence Prevention Grant \(GVPG\)](#)

· [PM Agenda RFA 25-44-PM Gun Violence Prevention Grant \(GVPG\) - FEB 14](#)

· [Public Meeting - RFA 25-44-PM GVPG-20250214 140036-Meeting Recording \(1\)](#)

## EVALUATION

### PHASE 1

#### EVALUATORS

| Name               | Title              | Agreement Accepted On |
|--------------------|--------------------|-----------------------|
| Joe Lipsey         | Assistant Director | Jan 31, 2025 10:46 AM |
| Amber Peacock      | Program Manager    | Jan 9, 2025 12:55 PM  |
| Trelany Pennington | Program Manager    | Jan 6, 2025 11:54 AM  |

#### EVALUATION CRITERIA

| Criteria   | Scoring Method | Weight (Points)   |
|------------|----------------|-------------------|
| Capability | Points Based   | 40 (20% of Total) |

*Description:*

The degree to which the request is reasonable given evidence of need, requested budget and other resources, and is achievable by the requesting organization.

EXECUTIVE SUMMARY  
RFA No. RFA 25-44-PM  
Gun Violence Prevention Grant (GVPG)

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Points Based

| Criteria            | Scoring Method | Weight (Points)   |
|---------------------|----------------|-------------------|
| Project Description | Points Based   | 40 (20% of Total) |

Description:

The degree to which the application furnishes a clear, concise and well-written request, is responsive to application questions, and is logical, doable, and within the applicants' abilities.

| Criteria      | Scoring Method | Weight (Points)   |
|---------------|----------------|-------------------|
| Consideration | Points Based   | 40 (20% of Total) |

Description:

The degree to which the proposed budget is reasonable and is in alignment with the description of primary prevention, secondary prevention/intervention, and/or tertiary intervention, and the degree to which the costs are reasonable for Alachua County taxpayers considering the request.

| Criteria                   | Scoring Method | Weight (Points)   |
|----------------------------|----------------|-------------------|
| Consistent with Priorities | Points Based   | 80 (40% of Total) |

Description:

The degree to which the request addresses community need and is consistent with funding intent. Projects may include pilot projects that conceptually show promise to impact key factors of gun violence and implementation of proven, evidence-based programs or services. All projects must be based on the public health model and address risk and protective factors.

## AGGREGATE SCORES SUMMARY

| Vendor                              | Joe Lipsey | Amber Peacock | Trelany Pennington | Total Score<br>(Max Score 200) |
|-------------------------------------|------------|---------------|--------------------|--------------------------------|
| Strong-MINDED Mentoring Inc         | 185        | 185           | 200                | 190                            |
| The Black On Black Crime Task Force | 164        | 190           | 200                | 184.67                         |
| Total Life Productions LLC          | 191        | 195           | 155                | 180.33                         |

EXECUTIVE SUMMARY  
RFA No. RFA 25-44-PM  
Gun Violence Prevention Grant (GVPG)

| Vendor                                                                       | Joe Lipsey | Amber Peacock | Trelany Pennington | Total Score<br>(Max Score 200) |
|------------------------------------------------------------------------------|------------|---------------|--------------------|--------------------------------|
| Star Center Theatre                                                          | 175        | 195           | 170                | <b>180</b>                     |
| League of Women<br>Voters Alachua<br>County                                  | 144        | 195           | 200                | <b>179.67</b>                  |
| Galdden Boxing Club                                                          | 140        | 180           | 200                | <b>173.33</b>                  |
| Made For More<br>Foundation                                                  | 152        | 175           | 190                | <b>172.33</b>                  |
| River Phoenix Center<br>for Peacebuilding                                    | 193        | 180           | 140                | <b>171</b>                     |
| 100 Black Men<br>Greater Florida GNV<br>INC                                  | 175        | 145           | 185                | <b>168.33</b>                  |
| Gainesville Area<br>Community Tennis<br>Association (DBA:<br>Aces in Motion) | 155        | 160           | 160                | <b>158.33</b>                  |
| Against All Odds<br>Movement                                                 | 150        | 130           | 185                | <b>155</b>                     |
| AMANDA ASHLEY<br>LIFE                                                        | 170        | 170           | 125                | <b>155</b>                     |
| Superior Moves<br>Records, LLC                                               | 150        | 115           | 200                | <b>155</b>                     |
| Community Impact<br>Corporation                                              | 128        | 170           | 160                | <b>152.67</b>                  |
| SupportBLKGNV                                                                | 152        | 160           | 90                 | <b>134</b>                     |

## VENDOR SCORES BY EVALUATION CRITERIA

| Vendor                                 | Capability<br>Points Based<br>40 Points (20%) | Project Description<br>Points Based<br>40 Points (20%) | Consideration<br>Points Based<br>40 Points (20%) | Consistent with<br>Priorities<br>Points Based<br>80 Points (40%) |
|----------------------------------------|-----------------------------------------------|--------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------|
| Strong-MINDED<br>Mentoring Inc         | 37.7                                          | 38.3                                                   | 40                                               | 74                                                               |
| The Black On Black<br>Crime Task Force | 36.3                                          | 38.3                                                   | 38.3                                             | 71.7                                                             |
| Total Life<br>Productions LLC          | 40                                            | 37.7                                                   | 39.3                                             | 63.3                                                             |
| Star Center Theatre                    | 40                                            | 38.3                                                   | 33.3                                             | 68.3                                                             |

EXECUTIVE SUMMARY  
RFA No. RFA 25-44-PM  
Gun Violence Prevention Grant (GVPG)

| Vendor                                                              | Capability Points Based<br>40 Points (20%) | Project Description Points Based<br>40 Points (20%) | Consideration Points Based<br>40 Points (20%) | Consistent with Priorities Points Based<br>80 Points (40%) |
|---------------------------------------------------------------------|--------------------------------------------|-----------------------------------------------------|-----------------------------------------------|------------------------------------------------------------|
| League of Women Voters Alachua County                               | 36.7                                       | 36.7                                                | 35                                            | 71.3                                                       |
| Galdden Boxing Club                                                 | 35                                         | 33.3                                                | 35                                            | 70                                                         |
| Made For More Foundation                                            | 35                                         | 31                                                  | 36.3                                          | 70                                                         |
| River Phoenix Center for Peacebuilding                              | 33.3                                       | 36                                                  | 35                                            | 66.7                                                       |
| 100 Black Men Greater Florida GNV INC                               | 33.3                                       | 31.7                                                | 33.3                                          | 70                                                         |
| Gainesville Area Community Tennis Association (DBA: Aces in Motion) | 31.7                                       | 33.3                                                | 28.3                                          | 65                                                         |
| Against All Odds Movement                                           | 33.3                                       | 28.3                                                | 30                                            | 63.3                                                       |
| AMANDA ASHLEY LIFE                                                  | 31.7                                       | 33.3                                                | 35                                            | 55                                                         |
| Superior Moves Records, LLC                                         | 31.7                                       | 30                                                  | 30                                            | 63.3                                                       |
| Community Impact Corporation                                        | 31.7                                       | 35                                                  | 34.3                                          | 51.7                                                       |
| SupportBLKGNV                                                       | 25                                         | 36.7                                                | 24.3                                          | 48                                                         |

| Vendor                                 | Total Score<br>(Max Score 200) |
|----------------------------------------|--------------------------------|
| Strong-MINDED Mentoring Inc            | 190                            |
| The Black On Black Crime Task Force    | 184.67                         |
| Total Life Productions LLC             | 180.33                         |
| Star Center Theatre                    | 180                            |
| League of Women Voters Alachua County  | 179.67                         |
| Galdden Boxing Club                    | 173.33                         |
| Made For More Foundation               | 172.33                         |
| River Phoenix Center for Peacebuilding | 171                            |
| 100 Black Men Greater Florida GNV INC  | 168.33                         |

| Vendor                                                              | Total Score<br>(Max Score 200) |
|---------------------------------------------------------------------|--------------------------------|
| Gainesville Area Community Tennis Association (DBA: Aces in Motion) | 158.33                         |
| Against All Odds Movement                                           | 155                            |
| AMANDA ASHLEY LIFE                                                  | 155                            |
| Superior Moves Records, LLC                                         | 155                            |
| Community Impact Corporation                                        | 152.67                         |
| SupportBLKGNV                                                       | 134                            |

## INDIVIDUAL PROPOSAL SCORES

### 100 Black Men Greater Florida GNV INC

#### Capability | Points Based | 40 Points (20%)

Joe Lipsey: 35

Amber Peacock: 30

Unsure about number of participants. Budget is off by \$100.

Trelany Pennington: 35

request for 10,000; budget only shows \$9800. Reasonable budget; explanation of remaining \$200

#### Project Description | Points Based | 40 Points (20%)

Joe Lipsey: 40

Amber Peacock: 25

Unsure about number of participants, therefore unsure of project's impact.

Trelany Pennington: 30

Would like understanding on submissions from law enforcement/criminal justice systems? would like further explanation of timeline. may-September is listed as timeframe but there is reference to October for focus group meetings.

#### Consideration | Points Based | 40 Points (20%)

Joe Lipsey: 30

The program is designed as mentorship

Amber Peacock: 30

Trelany Pennington: 40

#### Consistent with Priorities | Points Based | 80 Points (40%)

Joe Lipsey: 70

Amber Peacock: 60

Consistent with funding intent. Missing some info to accurately assess project scope vs. need.

Trelany Pennington: 80

### Against All Odds Movement

#### Capability | Points Based | 40 Points (20%)

Joe Lipsey: 30

Amber Peacock: 35

Unsure of number of participants.

Trelany Pennington: 35

I would have like a little more detail to budget

#### Project Description | Points Based | 40 Points (20%)

Joe Lipsey: 30

Amber Peacock: 25

Unsure about number of participants, therefore unsure of project's impact.

Trelany Pennington: 30

Unclear if local agency has been identified, there is mention of working with group home, will this be going inside group home or at other space. Love the art idea.

#### Consideration | Points Based | 40 Points (20%)

Joe Lipsey: 30

Amber Peacock: 20

Does provide intervention, but not with demographics most prone to gun violence.

Trelany Pennington: 40

Appreciate the acknowledgement of prognosis of youth in foster care as it relates to crime and homelessness.

#### Consistent with Priorities | Points Based | 80 Points (40%)

Joe Lipsey: 60

Amber Peacock: 50

Related to intent of funding, but not as directly as other proposals. This seems like a great initiative for foster youth and teen girls, but does not address primary demographics of gun violence offenders. This seems more like a healing program as opposed to a prevention program.

Trelany Pennington: 80

### AMANDA ASHLEY LIFE

#### Capability | Points Based | 40 Points (20%)

Joe Lipsey: 35

Amber Peacock: 30

Budget includes tech needs for unique therapy. Proposal is developed by a Black licensed therapist, highlighting her professional expertise as well as lived experience. Initial impact is limited to 10 young people.

Trelany Pennington: 30

#### Project Description | Points Based | 40 Points (20%)

Joe Lipsey: 35

Amber Peacock: 40

Trelany Pennington: 25

discussion of VR (Will their side effects i.e headaches) there is also mention of engaging family, how with this be done with only 10 VR equipment. I'm unclear how this will work logically.

#### Consideration | Points Based | 40 Points (20%)

Joe Lipsey: 40

Amber Peacock: 35

Initial impact is limited to 10 young people.

Trelany Pennington: 30

if determine to be logical, the equipment may be reused to continue

#### Consistent with Priorities | Points Based | 80 Points (40%)

Joe Lipsey: 60

Amber Peacock: 65

Budget is consistent with outlined intent. Lacking in systemic action, but shows good understanding of direct service prevention. Limited impact, but potential for ongoing programming.

Trelany Pennington: 40

### Community Impact Corporation

#### Capability | Points Based | 40 Points (20%)

Joe Lipsey: 25



Amber Peacock: 30

Initial impact is limited to 10-15 participants.

Trelany Pennington: 40

#### Project Description | Points Based | 40 Points (20%)

Joe Lipsey: 25

Amber Peacock: 40

Trelany Pennington: 40

#### Consideration | Points Based | 40 Points (20%)

Joe Lipsey: 28

Amber Peacock: 35

Trelany Pennington: 40

Reasonable budget

#### Consistent with Priorities | Points Based | 80 Points (40%)

Joe Lipsey: 50

Amber Peacock: 65

Evidence based programming. LST seems to be primarily focused on substance use, which is one risk factor for gun violence. CDC programming addresses other risk and protective factors. Does not address needed systemic changes, such as poverty or policy.

Trelany Pennington: 40

love the idea of using Botvin Life Skills Training (LST) model which also addresses substance abuse and violence prevention.

### Gainesville Area Community Tennis Association (DBA: Aces in Motion)

#### Capability | Points Based | 40 Points (20%)

Joe Lipsey: 35

Amber Peacock: 30

Initial impact limited to 5-7 participants, but AIM is already serving 60 students. Potential for effectively identifying at risk teens, and ongoing programming.

Trelany Pennington: 30

#### Project Description | Points Based | 40 Points (20%)

Joe Lipsey: 35

Amber Peacock: 35

Trelany Pennington: 30

**Consideration | Points Based | 40 Points (20%)**

Joe Lipsey: 25

Amber Peacock: 30

Trelany Pennington: 30

**Consistent with Priorities | Points Based | 80 Points (40%)**

Joe Lipsey: 60

Amber Peacock: 65

Consistent with funding intent. Shows a good understanding of risk and protective factors on an individual level. Does not address systemic issue.

Trelany Pennington: 70

**Gladden Boxing Club**

**Capability | Points Based | 40 Points (20%)**

Joe Lipsey: 30

Amber Peacock: 35

Gladden is an existing establishment already providing a service. This proposal allows them to use their expertise to help their community. The proposal anticipates 100 participants over the course of the year.

Trelany Pennington: 40

**Project Description | Points Based | 40 Points (20%)**

Joe Lipsey: 25

Amber Peacock: 35

Trelany Pennington: 40

love the boxing idea.

**Consideration | Points Based | 40 Points (20%)**

Joe Lipsey: 25

Amber Peacock: 40

Trelany Pennington: 40

**Consistent with Priorities | Points Based | 80 Points (40%)**

Joe Lipsey: 60

Amber Peacock: 70

High likelihood for engagement of young men (statistically more likely to engage in gun violence). The proposal outlines ways to intervene and provide life skills. Does not address systemic issues.

Trelany Pennington: 80

evidence-based program

**League of Women Voters Alachua County**

**Capability | Points Based | 40 Points (20%)**

Joe Lipsey: 30

Amber Peacock: 40

Addresses systemic need for change as well as individual need for education in order to prevent gun violence.

Trelany Pennington: 40

**Project Description | Points Based | 40 Points (20%)**

Joe Lipsey: 30

Amber Peacock: 40

Trelany Pennington: 40

**Consideration | Points Based | 40 Points (20%)**

Joe Lipsey: 25

Amber Peacock: 40

Trelany Pennington: 40

New perspective on partnering with business who sale guns and providing gun locks. Addressing suicide and accidental shootings.

**Consistent with Priorities | Points Based | 80 Points (40%)**

Joe Lipsey: 59

Amber Peacock: 75

Addresses many factors that other submittals did not, such as gun safety and public awareness. Identifies suicide and accidental shootings as the most common scenarios resulting in firearm injury or death, and outlines a plan to address these scenarios. Outlines intent to enact policy change as well as

direct services for gun owners (most at risk for gun related injury). Does not address potential criminal offenders.

Trelany Pennington: 80

### Made For More Foundation

#### Capability | Points Based | 40 Points (20%)

Joe Lipsey: 30

Amber Peacock: 35

Partnered with local schools, projected to have 30-40 participants

Trelany Pennington: 40

#### Project Description | Points Based | 40 Points (20%)

Joe Lipsey: 28

Amber Peacock: 35

Trelany Pennington: 30

Like the idea of engaging the school but unclear logically as there mention of 3-hour sessions. Is this afterschool? what are the requirements to join?

#### Consideration | Points Based | 40 Points (20%)

Joe Lipsey: 29

Amber Peacock: 40

Trelany Pennington: 40

#### Consistent with Priorities | Points Based | 80 Points (40%)

Joe Lipsey: 65

Amber Peacock: 65

Demonstrates a good understanding of risk and protective factors, has a presence in the community. Does not address systemic issues.

Trelany Pennington: 80

### River Phoenix Center for Peacebuilding

#### Capability | Points Based | 40 Points (20%)

Joe Lipsey: 40

Amber Peacock: 35

Wide reach in a particularly impacted area (240 residents)

Trelany Pennington: 25

PACT? unclear on if this is official course work? training provided by who?

#### Project Description | Points Based | 40 Points (20%)

Joe Lipsey: 38

Amber Peacock: 40

Trelany Pennington: 30

#### Consideration | Points Based | 40 Points (20%)

Joe Lipsey: 40

Amber Peacock: 40

Trelany Pennington: 25

#### Consistent with Priorities | Points Based | 80 Points (40%)

Joe Lipsey: 75

Amber Peacock: 65

Already has buy in with a heavily affected community, research based solutions. Does not address policy changes or systemic risk factors. Potential for bringing this program to the wider community.

Trelany Pennington: 60

Unclear (PACT)

### Star Center Theatre

#### Capability | Points Based | 40 Points (20%)

Joe Lipsey: 40

Amber Peacock: 40

Engages community and at risk youth by using their expertise to teach about gun violence prevention. Established organization with success in prevention work.

Trelany Pennington: 40

#### Project Description | Points Based | 40 Points (20%)

Joe Lipsey: 35

Amber Peacock: 40

Trelany Pennington: 40

**Consideration | Points Based | 40 Points (20%)**

Joe Lipsey: 30

Amber Peacock: 40

Trelany Pennington: 30

How are we involving the more at-risk youth?

**Consistent with Priorities | Points Based | 80 Points (40%)**

Joe Lipsey: 70

Amber Peacock: 75

Impacts reach at risk youth as well as families and community members. Good understanding of risk and protective factors. Does not address systemic issues..

Trelany Pennington: 60

**Strong-MINDED Mentoring Inc**

**Capability | Points Based | 40 Points (20%)**

Joe Lipsey: 38

Amber Peacock: 35

Initial impact is limited to 25-30 young people, but the plans includes community outreach and service, as well as job readiness that will have a wider impact.

Trelany Pennington: 40

**Project Description | Points Based | 40 Points (20%)**

Joe Lipsey: 35

Amber Peacock: 40

Agency is already established and this is within their niche.

Trelany Pennington: 40

**Consideration | Points Based | 40 Points (20%)**

Joe Lipsey: 40

Amber Peacock: 40

Wide impact between direct participants and community outreach. Community service component and anti-violence messaging makes this a good investment for the county.

Trelany Pennington: 40

**Consistent with Priorities | Points Based | 80 Points (40%)**

Joe Lipsey: 72

Amber Peacock: 70

Combines direct mentoring with community engagement and service. Provides skills to participants to ease systemic issues (i.e. poverty) that lead to gun violence. Does not address policy changes.

Trelany Pennington: 80

**Superior Moves Records, LLC**

**Capability | Points Based | 40 Points (20%)**

Joe Lipsey: 30

Amber Peacock: 25

Impact limited to 24 students. Budget does not include personnel costs, which leads me to believe that the 2 people listed in the proposal plan to facilitate all programming, which may be difficult. Also unclear about venues, other costs involved.

Trelany Pennington: 40

Not sure why the request was only 5,000.

**Project Description | Points Based | 40 Points (20%)**

Joe Lipsey: 30

Amber Peacock: 20

Facilitating a program with very different and niche activities is good for engagement, but difficult to put into action with only 2 people. The proposal also outlines sexual awareness as something they want to address, but it's unclear how that is related to gun violence.

Trelany Pennington: 40

**Consideration | Points Based | 40 Points (20%)**

Joe Lipsey: 25

Amber Peacock: 25

Trelany Pennington: 40

love the idea of our veterans assisting youth; outdoor experiences but also survival skills

**Consistent with Priorities | Points Based | 80 Points (40%)**

Joe Lipsey: 65

Amber Peacock: 45

There are factors in the proposal that seem unrelated to gun violence. Not based on existing programming or research. Does not address systemic issues.

Trelany Pennington: 80

### SupportBLKGNV

#### Capability | Points Based | 40 Points (20%)

Joe Lipsey: 35

Amber Peacock: 30

Trelany Pennington: 10

Clarification needed on direct resource to the community

#### Project Description | Points Based | 40 Points (20%)

Joe Lipsey: 30

Amber Peacock: 40

Trelany Pennington: 40

#### Consideration | Points Based | 40 Points (20%)

Joe Lipsey: 28

Amber Peacock: 25

Not direct prevention, but enhances the prevention efforts of other organizations.

Trelany Pennington: 20

#### Consistent with Priorities | Points Based | 80 Points (40%)

Joe Lipsey: 59

Amber Peacock: 65

This proposal is not its own initiative, but instead an enhancement to 2 programs that do work in gun violence prevention.

Trelany Pennington: 20

### The Black On Black Crime Task Force

#### Capability | Points Based | 40 Points (20%)

Joe Lipsey: 29

Amber Peacock: 40



Combines engaging youth with reaching the larger community

Trelany Pennington: 40

budget proposal shows: \$9,933.00 request is \$10,000

**Project Description | Points Based | 40 Points (20%)**

Joe Lipsey: 35

Amber Peacock: 40

Backed by research, well thought out

Trelany Pennington: 40

**Consideration | Points Based | 40 Points (20%)**

Joe Lipsey: 35

Amber Peacock: 40

Trelany Pennington: 40

**Consistent with Priorities | Points Based | 80 Points (40%)**

Joe Lipsey: 65

Amber Peacock: 70

Established organization with existing partnerships. Evidence based approach with a wide scope. Does not address systemic issues.

Trelany Pennington: 80

**Total Life Productions LLC**

**Capability | Points Based | 40 Points (20%)**

Joe Lipsey: 40

Amber Peacock: 40

Trelany Pennington: 40

**Project Description | Points Based | 40 Points (20%)**

Joe Lipsey: 38

Amber Peacock: 40

Trelany Pennington: 35

unclear of the brief reference to Who's In the Box" an original stage play portrays the decisions that Youth has to make daily to be accepted or to feel seen and heard. Is the plan for this play to put on???

Consideration | Points Based | 40 Points (20%)

Joe Lipsey: 38

Amber Peacock: 40

Trelany Pennington: 40

Consistent with Priorities | Points Based | 80 Points (40%)

Joe Lipsey: 75

Amber Peacock: 75

Wide scope, uses existing expertise, engages community. Does not address systemic issues.

Trelany Pennington: 40

unsure how a production play will impact key factors of gun violence

**Signature:** *Precious Merriweather*

**Email:** pmerriweather@alachuacounty.us









# ITA RFA 25-44-PM GVPG

Final Audit Report

2025-03-05

|                 |                                                        |
|-----------------|--------------------------------------------------------|
| Created:        | 2025-03-04                                             |
| By:             | Precious Merriweather (pmerriweather@alachuacounty.us) |
| Status:         | Signed                                                 |
| Transaction ID: | CBJCHBCAABAAuv7XYmNDt-2QjVNj_0bqPfuw53ABSJkr           |

## "ITA RFA 25-44-PM GVPG" History

-  Document created by Precious Merriweather (pmerriweather@alachuacounty.us)  
2025-03-04 - 7:57:20 PM GMT
-  Document emailed to Precious Merriweather (pmerriweather@alachuacounty.us) for signature  
2025-03-04 - 7:57:28 PM GMT
-  Email viewed by Precious Merriweather (pmerriweather@alachuacounty.us)  
2025-03-04 - 7:57:45 PM GMT
-  Document e-signed by Precious Merriweather (pmerriweather@alachuacounty.us)  
Signature Date: 2025-03-04 - 7:58:32 PM GMT - Time Source: server
-  Document emailed to TJ White (twhite@alachuacounty.us) for signature  
2025-03-04 - 7:58:34 PM GMT
-  Email viewed by TJ White (twhite@alachuacounty.us)  
2025-03-05 - 2:11:31 PM GMT
-  Document e-signed by TJ White (twhite@alachuacounty.us)  
Signature Date: 2025-03-05 - 2:13:22 PM GMT - Time Source: server
-  Agreement completed.  
2025-03-05 - 2:13:22 PM GMT

| Vendor                                                                 | Joe Lipsey | Amber Peacock | Trelany Pennington | Total Score | Amount Requested | Amount Awarded |
|------------------------------------------------------------------------|------------|---------------|--------------------|-------------|------------------|----------------|
| 1 Strong-MINDED Mentoring Inc                                          | 185        | 185           | 200                | 190         | \$10,000.00      | \$10,000.00    |
| 2 The Black On Black Crime Task Force                                  | 164        | 190           | 200                | 184.67      | \$10,000.00      | \$10,000.00    |
| 3 Star Center Theatre                                                  | 175        | 195           | 170                | 180         | \$10,000.00      | \$10,000.00    |
| 4 League of Women Voters Alachua County                                | 144        | 195           | 200                | 179.67      | \$9,800.00       | \$9,800.00     |
| 5 Total Life Productions LLC                                           | 191        | 195           | 150                | 178.67      | \$10,000.00      | \$10,000.00    |
| 6 Galdden Boxing Club                                                  | 140        | 180           | 200                | 173.33      | \$10,000.00      | \$200.00       |
| 7 Made For More Foundation                                             | 152        | 175           | 190                | 172.33      | \$10,000.00      | \$-            |
| 8 River Phoenix Center for Peacebuilding                               | 193        | 180           | 140                | 171         | \$10,000.00      | \$-            |
| 9 100 Black Men Greater Florida GNV INC                                | 175        | 145           | 185                | 168.33      | \$10,000.00      | \$-            |
| 10 Gainesville Area Community Tennis Association (DBA: Aces in Motion) | 155        | 160           | 160                | 158.33      | \$10,000.00      | \$-            |
| 11 Superior Moves Records, LLC                                         | 150        | 115           | 200                | 155         | \$5,000.00       | \$-            |
| 12 AMANDA ASHLEY LIFE                                                  | 170        | 170           | 125                | 155         | \$10,000.00      | \$-            |
| 13 Against All Odds Movement                                           | 150        | 130           | 185                | 155         | \$10,000.00      | \$-            |
| 14 Community Impact Corporation                                        | 128        | 170           | 160                | 152.67      | \$10,000.00      | \$-            |
| 15 SupportBLKGNV                                                       | 152        | 160           | 90                 | 134         | \$10,000.00      | \$-            |
|                                                                        |            |               |                    |             |                  | \$50,000.00    |

## Public Meeting Minutes (Start Recording)

### RFA 25-44-PM Gun Violence Prevention Grant (GVPG)

Date: Friday, February 14, 2025

Start Time: 2:15 PM

Location: 218 SE 24<sup>th</sup> St  
Conference Room A  
Gainesville, FL 32641

#### 1. **Call Meeting to Order**

#### 2. **RFA Process Overview for Today's Meeting**

- 2.1. Good afternoon, I am **Precious Merriweather** with Procurement, and I will be administrating this meeting as the Committee Chair (non-voting member), introduce committee, Trelany Pennington, Amber Peacock and Joe Lipsey.
- 2.2. Thank you, committee, for taking the time out of your busy schedule to evaluate these applications. Welcome to the citizens attending this Public Meeting; this meeting is open to the public and you will have an announced time (3 minutes; no response required) for public comments. Please review the agenda that is on the screen.
- 2.3. The RFA team will be evaluating vendors' applications, discussing their scores, and approving the Team's Ranking. This Team's final ranking will be submitted to the BoCC with the negotiated contract(s) for approval.

#### 3. **RFA Committee Members Process Instructions**

- 3.1. **First**, in OPENGOV, all evaluators have certified that they have no Conflict of Interest, and I will show them on screen, discuss if necessary.
- 3.2. **Second**, due to the cone-of-silence imposed on the committee members, this is the first occasion members have been able to talk and work together as a committee.
- 3.3. *As committee members you have broad latitude in your discussions, deliberations and ranking provided you are not arbitrary and capricious.*
- 3.4. **Third**, we will record and discuss the preliminary scores on the screen. Call for validation of scores to ensure they are the scores the members entered in OPENGOV.
- 3.5. The team will discuss, evaluate, and rank all vendor submittals one by one. Starting with the team leader allow each member to give feedback. (**Encourage dialog**)
  - 3.5.1. Discuss scores and make Changes if pertinent.
  - 3.5.2. Discussion record and Update: **Evaluation Scores**
    - 3.5.2.1. Encourage discussion on the proposals, scoring and until all members are satisfied.
    - 3.5.2.2. NOTE: Agents will monitor the discussion, keep it on track; keep it on topic.
  - 3.5.3. Call for validation of RFA team Evaluation Scores for the Team's Final Ranking and funding recommendations.

### Aggregate Scores Summary

Report Print All Scores Table Options

Export to CSV

| Vendor                                                  | Joe Lipsey | Amber Peacock | Trelany Pennington | Total Score<br>(Max Score 200) |
|---------------------------------------------------------|------------|---------------|--------------------|--------------------------------|
| 100 Black Men Greater Florida GNV INC                   | 175        | 145           | 185                | 168.33                         |
| Against All Odds Movement                               | 150        | 130           | 185                | 155                            |
| AMANDA ASHLEY LIFE                                      | 170        | 170           | 125                | 155                            |
| Community Impact Corporation                            | 128        | 170           | 160                | 152.67                         |
| Gainesville Area Community Tennis Association (DBA: ... | 155        | 160           | 160                | 158.33                         |
| Galdden Boxing Club                                     | 140        | 180           | 200                | 173.33                         |
| League of Women Voters Alachua County                   | 144        | 195           | 200                | 179.67                         |
| Made For More Foundation                                | 152        | 175           | 190                | 172.33                         |
| River Phoenix Center for Peacebuilding                  | 193        | 180           | 140                | 171                            |
| Star Center Theatre                                     | 175        | 195           | 170                | 180                            |
| Strong-MINDED Mentoring Inc                             | 185        | 185           | 200                | 190                            |
| Superior Moves Records, LLC                             | 150        | 115           | 200                | 155                            |
| SupportBLKGNV                                           | 152        | 160           | 90                 | 134                            |
| The Black On Black Crime Task Force                     | 164        | 190           | 200                | 184.67                         |
| Total Life Productions LLC                              | 191        | 195           | 155                | 180.33                         |

Click a vendor's name to view the scorecard submitted by each evaluator for that response.  
Click an evaluator's score to view the detailed scorecard for each response reviewed by that evaluator.

| A  | B                                                                   | C          | D             | E                  | F           | G                | H              | I |
|----|---------------------------------------------------------------------|------------|---------------|--------------------|-------------|------------------|----------------|---|
|    | Vendor                                                              | Joe Lipsey | Amber Peacock | Trelany Pennington | Total Score | Amount Requested | Amount Awarded |   |
| 1  | Strong-MINDED Mentoring Inc                                         | 185        | 185           | 200                | 190         | \$ 10,000.00     | \$ 10,000.00   |   |
| 2  | The Black On Black Crime Task Force                                 | 164        | 190           | 200                | 184.67      | \$ 10,000.00     | \$ 10,000.00   |   |
| 3  | Total Life Productions LLC                                          | 191        | 195           | 155                | 180.33      | \$ 10,000.00     | \$ 10,000.00   |   |
| 4  | Star Center Theatre                                                 | 175        | 195           | 170                | 180         | \$ 10,000.00     | \$ 10,000.00   |   |
| 5  | League of Women Voters Alachua County                               | 144        | 195           | 200                | 179.67      | \$ 9,800.00      | 9,800          |   |
| 6  | Galdden Boxing Club                                                 | 140        | 180           | 200                | 173.33      | \$ 10,000.00     | \$ 200.00      |   |
| 7  | Made For More Foundation                                            | 152        | 175           | 190                | 172.33      | \$ 10,000.00     | \$ -           |   |
| 8  | River Phoenix Center for Peacebuilding                              | 193        | 180           | 140                | 171         | \$ 10,000.00     | \$ -           |   |
| 9  | 100 Black Men Greater Florida GNV INC                               | 175        | 145           | 185                | 168.33      | \$ 10,000.00     | \$ -           |   |
| 10 | Gainesville Area Community Tennis Association (DBA: Aces in Motion) | 155        | 160           | 160                | 158.33      | \$ 10,000.00     | \$ -           |   |
| 11 | Superior Moves Records, LLC                                         | 150        | 115           | 200                | 155         | \$ 5,000.00      | \$ -           |   |
| 12 | AMANDA ASHLEY LIFE                                                  | 170        | 170           | 125                | 155         | \$ 10,000.00     | \$ -           |   |
| 13 | Against All Odds Movement                                           | 150        | 130           | 185                | 155         | \$ 10,000.00     | \$ -           |   |
| 14 | Community Impact Corporation                                        | 128        | 170           | 160                | 152.67      | \$ 10,000.00     | \$ -           |   |
| 15 | SupportBLKGNV                                                       | 152        | 160           | 90                 | 134         | \$ 10,000.00     | \$ -           |   |
|    |                                                                     |            |               |                    |             |                  | \$ 50,000.00   |   |

3.6. Motion to Approve the Ranking: Trelany Pennington motioned to approve the above ranking, funding and authorize staff to negotiate agreements with the six (6) top ranked firms; Amber Peacock seconded the motion.

Vote 3-0 in favor.

4. Public Comments (3 minutes): none

5. Motion to Approve the Meeting Minutes: Amber Peacock moved to approve the Minutes, Trelany Pennington seconded the motion.

Vote 3-0 in favor.

6. Meeting Adjourn at – 3:33 pm.

# 100 Black Men Greater Florida GNV INC Response

*Pricing is sealed*

## CONTACT INFORMATION

Company

100 Black Men Greater Florida GNV INC

Email

aubronceemartin@gmail.com

Contact

AuBroncee Martin

Address

9200 NW 39th Ave  
Suite 139  
GAINESVILLE, FL 32606

Phone

(352) 214-7314

Website

<https://100blackmenfl.org/>

Submission Date

Dec 18, 2024 1:13 AM (Eastern Time)

## ADDENDA CONFIRMATION

☒ Addendum #1

*Confirmed Dec 10, 2024 9:56 PM by AuBroncee Martin*

## QUESTIONNAIRE

### 1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**2. Responsible Agent Designation\***☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

RESPONSIBLE AGENT: AuBroncee Martin

ADDRESS:

PHONE NO.: 352-214-7314EMAIL ADDRESS: AuBronceemartin@gmail.com

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**3. Provide your Employer Identification Number (EIN)\***☒ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

850715618

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**4. Provide physical address in Alachua County\***☒ Pass ☐ Fail

9200 NW 39th Ave Suite 139 Gainesville, FL 32606

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**5. Provide a mailing address\***☒ Pass ☐ Fail*Maximum response length: 200 characters*

9200 NW 39th Ave Suite 139 Gainesville ,FL

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.



**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***

No

☒ Pass ☐ Fail*Please Note: Responses to this question may be publicly displayed after the due date has passed.***7. Project Name\***☒ Pass ☐ Fail**Mentoring the 100 Way: Your Story, the First Step on the Path to Peace***Please Note: Responses to this question may be publicly displayed after the due date has passed.***8. Amount of funds being requested\***☒ Pass ☐ Fail

Maximum of \$10,000

*Maximum response length: 7 characters*

\$10,000

*Please Note: Responses to this question may be publicly displayed after the due date has passed.***9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\***

Yes

☒ Pass ☐ Fail*Please Note: Responses to this question may be publicly displayed after the due date has passed.***10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\****Maximum response length: 2500 characters*☒ Pass ☐ Fail

The 100 Black Men of America has developed a proven blueprint for youth development, embodied in our motto: "What they see is what they will be." Our goal is to provide positive role models and expose mentees to enriching experiences that broaden their worldviews.

To address gun violence in Alachua County, we propose a pilot mentorship program with an innovative approach: mentoring relationships that culminate in a violence prevention workshop featuring personal stories of conflict resolution—both successes and failures.

**Target Demographic:**

Young men aged 16–24 who:

Reside in Alachua County,

Have had contact with the criminal or juvenile justice systems,

Show low academic achievement,

Associate with aggressive or delinquent peers, and

Feel little connection to their community's well-being.

These ...

Show all ▼

*Please Note: Responses to this question may be publicly displayed after the due date has passed.*

**11. Does your proposed project fit into one of the BoCC's funding priorities?\***☒ Pass ☐ Fail

Primary Prevention

Secondary Prevention and/or Intervention

Tertiary Intervention, Treatment and/or Rehabilitation

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**12. Please describe how your project will prevent gun violence in Alachua County\***☒ Pass ☐ Fail

Maximum response length: 2500 characters

**Motivation through the Sharing of Personal Stories**

Motivation through sharing personal stories of success is a core principle of the mentoring ideology of the 100 Black Men of America. Through these interactions, mentors convey powerful lessons about the values, skills, and behaviors we hope mentees will aspire to emulate. A key component of our strategy to reduce gun violence is fostering a sense of personal responsibility in our mentees for the well-being of the communities in which they live.

The proposed mentorship program and workshop will address the root causes of gun violence—disconnection, lack of opportunity, and exposure to negative influences—by offering young men positive support systems, essential skills, and leadership opportunities. Through these efforts, we aim to create ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\***

Maximum response length: 2500 characters

☒ Pass ☐ Fail

- Venue Rental for Workshop                 \$400.00
- Local church rental for the final workshop event.
- Meals for Mentorship Sessions     \$1,200.00
- Meals/snacks for 8 sessions (approx. \$150 per session).
- Workshop Catering                         \$1,500.00
- Light meals (breakfast/lunch) for 100 attendees at ~\$15 per person
- Transportation Support                 \$700.00
- Gas reimbursement rental vehicle
- Honorarium for Speakers                 \$1,200.00
- Professional facilitators for workshops during mentorship sessions .
- Door Prizes and Giveaways                 \$800.00
- Small giveaways and door prizes (e.g., gift cards, branded items).
- Printing Costs                                 \$500.00
- Flyers, ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**14. Describe the timeline and anticipated milestone dates for the project\***☒ Pass ☐ Fail

Maximum response length: 2500 characters

### Program Timeline and Milestones January – March (Preparation Phase)

- **January:** Identify and recruit mentors, secure partnerships with local law enforcement, educators, and community leaders, and begin outreach to recruit mentees.
- **February:** Finalize program structure, goals, and workshop methodology.
- **March:** Confirm program logistics, including venues and materials.

### April (Pre-Program Activities)

- Hold an informational session for mentees to introduce the program, outline expectations, and build rapport.
- Conduct pre-program surveys.

### May – August (Program Implementation)

#### Twice-Monthly Sessions (May – August):

- Conduct guided discussions and enrichment activities to foster self-reflection, skill development, and community engagement.
- Topics will include conflict resolution, emotional regulation, ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

The proposed mentorship program is designed to achieve measurable improvements in both mentee personal growth and community impact. Key outcomes include:

#### Reduction in Risk Factors Among Mentees

**Behavioral Changes:** A measurable decrease in aggressive behaviors and conflicts among mentees, assessed through self-reports and mentor observations.

**Improved Peer Associations:** A reduced association with aggressive or delinquent peers by the program's conclusion.

#### Improved Personal and Social Skills

**Conflict Resolution Proficiency:** Mentees will demonstrate an improved ability to resolve conflicts non-violently, assessed through role-play exercises and mentor feedback.

**Leadership Skills:** Mentees will take active roles in planning and hosting the violence prevention workshop, showcasing their leadership ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 16. Drug Free Workplace\*

☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

#### 17. Conflict of Interest\*

☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

#### 18. Supporting Documentation (Optional)

Upload any supporting and applicable documents here, including budget template. (Optional)

*No response submitted*

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

#### 19. Acknowledgement of Requirements\*

☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

# Against All Odds Movement Response

*Pricing is sealed*

## CONTACT INFORMATION

Company

Against All Odds Movement

Email

theaaomovement@gmail.com

Contact

Essence Thomas

Address

3700 SW 27TH ST APT E201  
Gainesville, FL 32608

Phone

(352) 346-3676

Website

N/A

Submission Date

Dec 10, 2024 7:23 PM (Eastern Time)

## ADDENDA CONFIRMATION

☒ Addendum #1

*Confirmed Dec 11, 2024 3:49 PM by Essence Thomas*

## QUESTIONNAIRE

### 1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 2. Responsible Agent Designation\*

☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

RESPONSIBLE AGENT: Essence Thomas

ADDRESS: 3700 SW 27TH ST APT E201, Gainesville, FL 32608

PHONE NO.: 352 346 3676

EMAIL ADDRESS: theaoomovement@gmail.com

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**3. Provide your Employer Identification Number (EIN)\***

☐ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

589796671

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**4. Provide physical address in Alachua County\***

☐ Pass ☐ Fail

3700 SW 27TH ST APT E 201 Gainesville, Florida 32608

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**5. Provide a mailing address\***

☐ Pass ☐ Fail

*Maximum response length: 200 characters*

3700 SW 27TH ST APT E 201 Gainesville, Florida 32608

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***

Yes

☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 7. Project Name\*

☒ Pass ☐ Fail

The Cypher of Faith: A Youth Storytelling and Lived-Experience Intervention for Gainesville's Foster, Aged-Out, and Unaccompanied Youth

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 8. Amount of funds being requested\*

☒ Pass ☐ Fail

Maximum of \$10,000

Maximum response length: 7 characters

\$10,000

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\*

Yes ☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\*

Maximum response length: 2500 characters

☒ Pass ☐ Fail

**THE CYPHER OF FAITH** is an innovative, trauma-informed intervention and advocacy workshop series designed to amplify the voices and lived experiences of foster and unaccompanied teen girls (ages 12-26) in Alachua County, Florida. This initiative harnesses the power of narrative and storytelling as a means of transmuting adverse childhood experiences into art.

In partnership with a local agency, teen girls and young adults with lived experiences in the child welfare system will have the opportunity to come together in an in-person, group setting where they will share their personal stories, express their needs, aspirations, and concerns, and discuss how they have triumphed over adversity, particularly in navigating the complexities of the child welfare system. The initiative fosters ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 11. Does your proposed project fit into one of the BoCC's funding priorities?\*

☒ Pass ☐ Fail

Secondary Prevention and/or Intervention

Primary Prevention

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 12. Please describe how your project will prevent gun violence in Alachua County\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

**The Cypher of Faith** is a transformative, trauma-informed intervention designed to reduce the risk factors associated with violence, particularly gun violence, by providing lived experience youth with a space for emotional processing. Transition-aged foster, unaccompanied, and homeless youth are at a significantly higher risk of exposure to gun

violence, with studies showing that youth experiencing homelessness are twice as likely to be victims of gun violence. Former foster youth are disproportionately represented in violent incidents, and over 70% of youth in juvenile detention have experienced trauma, with many having cycled through the foster care system.

The school-to-prison pipeline exacerbates these risks, as foster youth face a 40% suspension rate—three times higher than their ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\*

Maximum response length: 2500 characters

☒ Pass ☐ Fail

**\$2,000** - Facilitator Research and Data Collection

**\$2,000** - Local Gainesville community Teaching Artists/Volunteer Employee Pay

**\$1,000** - Virtual Office/Mailbox, Incorporation Fee Reimbursement

**\$2,000** - Youth Incentives, Awards, Certificates

**\$1,000** - Food, Catering, and refreshments for sessions

**\$1,000** - Art and Promotional Materials, Digital PR, Equipment

**\$,1000** - Emergency Fund/Taxes/Fees/Liability Insurance

-----  
\$10,000

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 14. Describe the timeline and anticipated milestone dates for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

It is highly anticipated that the intervention will be implemented as a summer program, facilitated between the months of June-August before the start of the Alachua County Back to school season.

Upon proposal acceptance, we will begin outreach and recruitment process to secure collaborations, agencies, partnerships and participants. Milestone dates will be adjusted based on projected acquired funding dates.

#### Projected Milestone Dates 2025:

**January-March** - Research correspondence and outreach to specific child welfare organizations, community partners, mental health counselors, volunteers, and artists for collaboration.

**April - May** - Confirmation of participants, chosen agency/partnerships, solidified intervention date windows, estimations and finalizations. Youth from specific programs, ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

Measurable outcomes for **The Cypher of Faith** project are subject to change as the program evolves. However, the initial outcomes will track the following:



**1. Youth Engagement:**

- **Number of participants:** Track total youth engaged.
- **Return visits:** Measure sustained engagement in workshops.

**2. Emotional Processing:**

- **Pre- and post-program surveys:** Assess emotional state and trauma symptoms before and after the program.
- **Creative works:** Track the number of youth creating stories, poems, songs, or art as an emotional expression.

**3. Mentorship Impact:**

- **Mentorship connections:** Track youth connected with mentors and resources
- **Youth support:** Collect feedback on feelings of support from mentors.

**4. Academic and Workforce Outcomes:**

- **Access to education and employment:** Track youth accessing information on state resources, ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**16. Drug Free Workplace\***☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**17. Conflict of Interest\***☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

### 18. Supporting Documentation (Optional)

Upload any supporting and applicable documents here, including budget template. (Optional)

*No response submitted*

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

### 19. Acknowledgement of Requirements\*

☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

# AMANDA ASHLEY LIFE Response

*Pricing is sealed*

## CONTACT INFORMATION

Company

AMANDA ASHLEY LIFE

Email

info@amandaashley.life

Contact

AMANDA TAYLOR

Address

9200 NW 39th Ave

#3109

Gainesville, FL 32605

Phone

(352) 474-1940

Website

[www.amandaashley.life](http://www.amandaashley.life)

Submission Date

Dec 12, 2024 10:07 AM (Eastern Time)

## ADDENDA CONFIRMATION

☒ Addendum #1

Confirmed Dec 12, 2024 8:58 AM by AMANDA TAYLOR

## QUESTIONNAIRE

### 1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**2. Responsible Agent Designation\***☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

Responsible Agent: Amanda Taylor | 9200 NW 39th Ave #3109 Gainesville, FL 32606 | 352-559-5001 | [info@amandaashley.life](mailto:info@amandaashley.life)

Alternate Responsible Agent: Otis Garrison (Anbesa Grow Culture) | Gainesville, FL | 352-575-5009 | [anbesagrowculture@gmail.com](mailto:anbesagrowculture@gmail.com)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**3. Provide your Employer Identification Number (EIN)\***☒ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

854160501

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**4. Provide physical address in Alachua County\***☒ Pass ☐ Fail

3137 NW 40th Ter Ste. B Gainesville, FL 32606

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**5. Provide a mailing address\***☒ Pass ☐ Fail

*Maximum response length: 200 characters*

9200 NW 39th Ave #3109 Gainesville, FL 32606

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***

Yes

☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**7. Project Name\***☒ Pass ☐ Fail

BREAKING THE CYCLE: A COLLABORATIVE APPROACH TO YOUTH VIOLENCE PREVENTION Integrating Virtual Reality with Real-World Community Engagement

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**8. Amount of funds being requested\***☒ Pass ☐ Fail

Maximum of \$10,000

Maximum response length: 7 characters

\$10,000

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\***

Yes

☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\***

Maximum response length: 2500 characters

☒ Pass ☐ Fail

Breaking the Cycle addresses youth gun violence in Alachua County by creating vital pathways to healing that previously didn't exist in our community. As a Black mental health expert and licensed therapist, I understand firsthand how traditional approaches often fail our youth. The stark reality we face - 83 shooting incidents and seven deaths in just six months of 2023 - demands innovative solutions that address root causes rather than just symptoms.

Our 7-week pilot program combines cutting-edge Virtual Reality (VR) with grounded, community-based healing approaches. Through a powerful collaboration between AMANDA ASHLEY LIFE LLC, Lit Session Holistic Integrative Wellness, Charlene Rene Consulting, and Anbesa Grow Culture, we're bridging the gap between generational culture, ancient ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**11. Does your proposed project fit into one of the BoCC's funding priorities?\***☒ Pass ☐ Fail

Primary Prevention

Secondary Prevention and/or Intervention

Tertiary Intervention, Treatment and/or Rehabilitation

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**12. Please describe how your project will prevent gun violence in Alachua County\***☒ Pass ☐ Fail

Maximum response length: 2500 characters

Our program prevents gun violence by addressing its root causes through a comprehensive, trauma-informed approach. We understand that youth violence often stems from unhealed trauma, systemic inequities, and lack of access to culturally competent mental health resources. Our intervention works at three critical levels:

Primary Prevention:

- Early intervention through VR-enhanced engagement
- Stress management and emotional regulation skills
- Community connection building
- Cultural pride development
- Family system strengthening

Secondary Prevention:

- Targeted support for at-risk youth
- Family crisis intervention
- Resource navigation
- Peer support networks
- Skill development workshops

Tertiary Prevention:

- Trauma-focused therapy
- Family healing support
- Community reintegration
- Sustainable support systems
- Long-term ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\***

Maximum response length: 2500 characters

☒ Pass ☐ Fail

**BUDGET ALLOCATION (\$10,000)**

Technology Infrastructure: \$6,000

- VR Equipment (10 units): \$4,000

- \* Enables group experiences
- \* Supports peer interaction
- \* Facilitates community building
- \* Allows simultaneous participation

- Software Licensing: \$1,000

- \* Therapeutic applications
- \* Community platforms
- \* Educational programs
- \* Assessment tools

- Technical Support: \$500

- \* Equipment maintenance
- \* System updates
- \* User training
- \* Troubleshooting

- Assessment Tools: \$500

- \* Progress tracking

- \* Outcome measurement
- \* Data collection
- \* Evaluation software

Program Implementation: \$2,500

- Mental Health Professional Hours: \$1,000

- \* Individual sessions
- \* Group facilitation
- \* Family support
- \* Crisis intervention
- Group Facilitators: \$500
- \* Community circles
- \* Youth workshops
- \* Cultural ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 14. Describe the timeline and anticipated milestone dates for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

Week 1: Foundation Building

- Initial assessments
- VR orientation
- Family engagement meetings
- Baseline data collection

Weeks 2-3: Skill Development

- VR therapy sessions begin
- Group healing circles start
- Family support meetings
- Community integration activities

Weeks 4-5: Deep Engagement

- Advanced VR experiences
- Peer support groups
- Community service projects
- Progress evaluations

Weeks 6-7: Integration & Celebration

- Skill application
- Community showcase
- Impact assessment
- Celebration event

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

Program Engagement:

- 80% session attendance rate
- 8-10 youth completing full program
- 5-7 families actively engaged
- 3-4 community partnerships strengthened

**Behavioral Changes:**

- Improved emotional regulation (measured through pre/post assessments)
- Enhanced stress management (tracked via VR biometric data)
- Increased use of non-violent conflict resolution
- Stronger family communication patterns

**Community Impact:**

- Number of first-time therapy engagements
- Family resource connections made
- New community support pathways created
- Barriers identified and addressed

**Long-term Tracking:**

- Program completion rates
- Family system improvements
- Community engagement levels
- Resource utilization patterns

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 16. Drug Free Workplace\*

☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes



**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**17. Conflict of Interest\***☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**18. Supporting Documentation (Optional)**☒ Pass ☐ Fail

Upload any supporting and applicable documents here, including budget template. (Optional)

 [Amanda\\_Ashley\\_Media\\_Kit-8.pdf](#)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**19. Acknowledgement of Requirements\***☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

# Community Impact Corporation Response

*Pricing is sealed*

## CONTACT INFORMATION

Company

Community Impact Corporation

Email

revk00@gmail.com

Contact

Karl Anderson

Address

3575 NE 15th Street  
GAINESVILLE, FL 32609

Phone

(352) 339-3851

Website

N/A

Submission Date

Dec 10, 2024 9:06 PM (Eastern Time)

## ADDENDA CONFIRMATION

☒ Addendum #1

*Confirmed Dec 10, 2024 9:06 PM by Richard Anderson*

## QUESTIONNAIRE

### 1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 2. Responsible Agent Designation\*

☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

Richard Anderson

PO Box 140027

352-283-1566

rvanderson@bellsouth.net

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**3. Provide your Employer Identification Number (EIN)\***

☒ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

46498552

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**4. Provide physical address in Alachua County\***

☒ Pass ☐ Fail

3575 NE 15th Street, Gainesville, FL 32609

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**5. Provide a mailing address\***

☒ Pass ☐ Fail

*Maximum response length: 200 characters*

PO Box 140027 Gainesville, FL 32614

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***

Yes

☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 7. Project Name\*

☒ Pass ☐ Fail

Youth Impact Program

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 8. Amount of funds being requested\*

☒ Pass ☐ Fail

Maximum of \$10,000

Maximum response length: 7 characters

**\$10,000**

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\*

Yes ☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\*

Maximum response length: 2500 characters ☒ Pass ☐ Fail

The CIC's Youth Impact Program (YIP) will partner with People Against Violence Prevention (PAVE) to provide services through seminars, one-to-one basis and in group sessions that will focus on risk factors for gun violence by addressing issues such as low self-esteem, trauma, truancy, victimization, gang involvement, juvenile delinquency, violence, substance use, low academic achievement, exposure to violence, depression, bullying, peer pressure and other high-risk behaviors. Our focus will be on protective factors aimed at improved life and social skills development, character building and educational enhancement, strengthening family bonds, engagement in activities that reduce violence and idle time, provide tutoring to improve academic success and provide activities that address the ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 11. Does your proposed project fit into one of the BoCC's funding priorities?\*

☒ Pass ☐ Fail

Primary Prevention

Secondary Prevention and/or Intervention

Tertiary Intervention, Treatment and/or Rehabilitation

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 12. Please describe how your project will prevent gun violence in Alachua County\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

YIP will address individual, relational/family, community and societal factors following the prevention strategies identified in the CDC's Social-Ecological Model. We will implement multiple levels of the CDC's model at the same time to address and present violence prevention and alternatives to violence through the youth and young adults' participation in performing arts, media and photography fun/recreational activities

and more specifically, integrating the LST model in the program to prevent gun violence in Alachua County. We understand that prevention is a key element to stopping gun violence before it begins. We have placed concepts of the model as goal in all program activities. Examples include: Looking at the youth's demographics, living/home environment, personal and biological ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\***

Maximum response length: 2500 characters

☒ Pass ☐ Fail

Funds for this program will be used for the following: Various Speakers for Seminars/Workshops to provide honorariums for speakers that will focus on education, tutoring, mentoring and provide protective factor to impact the student in YIP with alternatives to gun violence. \$5000.00

Artistic Fees and Services to provide funding for performance artists to teach creative skills such as dance, photography, barbering, and other artistic creations for the students. \$2,000.00

Materials and Supplies to provide materials for the students such as Botvin Life Skills Training manuals. \$1,000.00

Travel to provide transportation for students to attend activities. \$500.00

Program Activities to provide funding for positive activities for students. \$1,500.00

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**14. Describe the timeline and anticipated milestone dates for the project\***

☒ Pass ☐ Fail

Maximum response length: 2500 characters

| Key Activity & Responsible Staff                                                                                                 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|----------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|---|---|---|---|----|----|----|
| <b>START-UP</b>                                                                                                                  |   |   |   |   |   |   |   |   |   |    |    |    |
| Award notification and contract negotiation; notification to staff (PD)                                                          | X |   |   |   |   |   |   |   |   |    |    |    |
| Make announcement to the general public and Collaborators (PD)                                                                   | X |   |   |   |   |   |   |   |   |    |    |    |
| Hire new project staff (PD)                                                                                                      | X | X |   |   |   |   |   |   |   |    |    |    |
| Orientation/initial training-all staff (PD, PS)                                                                                  | X | X |   |   |   |   |   |   |   |    |    |    |
| Plan services and coordinate with Collaborative Partners to begin services (PD, PS, CP)                                          | X |   |   |   |   |   |   |   |   |    |    |    |
| <b>IMPLEMENTATION</b>                                                                                                            |   |   |   |   |   |   |   |   |   |    |    |    |
| Conduct outreach to referral sources on referral process, including schools, parents, students, churches, and housing units (PD) | X | X | X |   |   | X |   |   |   |    |    |    |
| Conduct targeted community outreach (PD)                                                                                         | X | X | X | X | X |   |   |   |   |    |    |    |
| Accept referrals for services (PD)                                                                                               | X | X | X | X | X | X |   |   |   |    |    |    |
| Engage Students/Parents/Families                                                                                                 | X | X | X | X | X | X | X | X |   |    |    |    |
| Implement Performing Arts and Artistic Experiences (PD, PS, CP, ST)                                                              |   | X | X | X | X | X | X | X |   |    |    |    |
| Implement Life Skills Training (MH, ST)                                                                                          |   | X | X | X | X | X | X | X |   |    |    |    |
| Conduct Interval Performances to showcase performance arts and artistic experiences                                              |   |   |   | X |   | X | X | X |   |    |    |    |
| Conduct Major Event                                                                                                              |   |   |   |   |   |   | X |   |   |    |    |    |
| <b>EVALUATION/REPORTS</b>                                                                                                        |   |   |   |   |   |   |   |   |   |    |    |    |
| Submit Monthly Billing Information (CFO)                                                                                         | X | X | X | X | X | X | X | X |   |    |    |    |
| Collect Program data (PD)                                                                                                        |   | X | X | X | X | X | X | X |   |    |    |    |
| Complete Internal Evaluation Report (PD)                                                                                         |   | X | X | X | X | X | X | X |   |    |    |    |
| Submit Progress Reports (PD)                                                                                                     |   |   | X |   |   | X |   |   |   |    |    |    |
| Submit Annual Report/Final Event and Billing (CFO, PD)                                                                           |   |   |   |   |   |   |   |   |   |    |    |    |
| Key: PD-Project Director; MH-Meridian; ST-Staff; PS-Program Specialist; CP-Collaborating Partner                                 |   |   |   |   |   |   |   |   |   |    |    |    |

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**15. Describe measurable outcomes for the project\***

☒ Pass ☐ Fail

Maximum response length: 2500 characters

**Goal 1: Engage elementary aged up to youth/young adults impacted by gun violence or at high risk of gun violence.**

**Objective 1A: Increase enrollment in performing arts programs by 50% within 2 months of the project to facilitate engagement of youth impacted by gun violence or at high risk of gun violence.**

**Objective 1 B: Reach 10 youth and young adults by month 3 and directly influence another 15 by the project**

end.

**Goal 2: Incorporate mental health and well-being; increase arts cultural programming and well-being activities in under-resourced communities.**

**Objective 2A: Provide outreach to recruit youth and young adults in under-resourced areas in the community at least monthly**

**Objective 2B: Enroll at least 15 students in the Botvin Life Skills Training by the project end. Objective 2C: ...**

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 16. Drug Free Workplace\*

☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 17. Conflict of Interest\*

☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 18. Supporting Documentation (Optional)

☒ Pass ☐ Fail

Upload any supporting and applicable documents here, including budget template. (Optional)

 [GVPG\\_Budget\\_Template\\_Completed.pdf](#)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**19. Acknowledgement of Requirements\***

☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.



# Gainesville Area Community Tennis Association (DBA: Aces in Motion) Response

*Pricing is sealed*

## CONTACT INFORMATION

Company

Gainesville Area Community Tennis Association (DBA: Aces in Motion)

Email

aldreka@acesinmotion.org

Contact

Aldreka Everett

Address

P.O. Box 357492

Gainesville, FL 32635

Phone

(386) 473-8888

Website

[acesinmotion.org](http://acesinmotion.org)

Submission Date

Dec 16, 2024 3:55 PM (Eastern Time)

## ADDENDA CONFIRMATION

☒ Addendum #1

*Confirmed Dec 11, 2024 3:01 PM by Aldreka Everett*

## QUESTIONNAIRE

### 1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**2. Responsible Agent Designation\***☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

RESPONSIBLE AGENT: Aldreka Everett

ADDRESS: PO Box 357492 Gainesville, FL 32635

PHONE NO.: 386.473.8888

EMAIL ADDRESS: aldreka@acesinmotion.org

ALTERNATE RESPONSIBLE AGENT: Eric Lanham

ADDRESS: PO Box 357492 Gainesville, FL 32635

PHONE NO: 352.758.2436

EMAIL ADDRESS: eric.fullstrength@acesinmotion.org

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**3. Provide your Employer Identification Number (EIN)\***☒ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

54-215850

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**4. Provide physical address in Alachua County\***☒ Pass ☐ Fail

1700 SE 35th avenue Gainesville, FL 32641

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**5. Provide a mailing address\***

☒ Pass ☐ Fail

Maximum response length: 200 characters

PO Box 357492 Gainesville, FL 32635

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***

Yes

☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**7. Project Name\***

☒ Pass ☐ Fail

The Roots of Manhood Mental Health Project

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**8. Amount of funds being requested\***

☒ Pass ☐ Fail

Maximum of \$10,000

Maximum response length: 7 characters

\$10,000

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\***

Yes

☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\***

Maximum response length: 2500 characters

☒ Pass ☐ Fail

Aces in Motion (AIM) is an after-school program that serves over 60 Black middle and high school teens from Alachua County. AIM proposes *The Roots of Manhood Mental Health Project*, a transformative initiative designed to address the complex intersections of toxic masculinity, societal pressures on Black male teens, and gun violence in Alachua County on a primary and secondary level. This program leverages AIM's expertise in youth mentorship and mental health support, employing a culturally responsive, evidence-based approach to foster resilience, reduce violence, and build healthier communities.

The initiative will be led by AIM's Licensed Mental Health Counselor (LMHC), a male professional with extensive experience in trauma-informed care and youth development. AIM's LMHC has led mental ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**11. Does your proposed project fit into one of the BoCC's funding priorities?\***

☒ Pass ☐ Fail

Primary Prevention

## Secondary Prevention and/or Intervention

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**12. Please describe how your project will prevent gun violence in Alachua County\***
☒ Pass ☐ Fail

Maximum response length: 2500 characters

The *Roots of Manhood Mental Health Project* is a targeted initiative to address gun violence. AIM will focus on 5-7 Black male teens residing in Alachua County and are actively participating in the after-school program. This project will address the underlying psychological and social factors that contribute to violence, providing a safe space for these male teens to develop emotional intelligence, communication skills, and stronger connections with their communities.

Loneliness and emotional isolation are key contributors to violence, particularly among Black male teens who face systemic challenges such as economic disadvantage, community violence, and racial discrimination. These systemic barriers often leave teens disconnected from peers, family, and society. The *Journal of Psychology* ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\***
☒ Pass ☐ Fail

Maximum response length: 2500 characters

If Aces in Motion (AIM) is allotted the full \$10,000 grant for the *Roots of Manhood Mental Health Project*, the funds will be strategically allocated to ensure maximum impact on participants and alignment with the grant's objectives. The proposed breakdown is as follows:

- **Mentorship Trips (\$1,500)** - These trips aim to create meaningful experiences that strengthen mentor-mentee relationships while expanding the participants' perspectives beyond their immediate environment.
  - Two mentorship trips designed to foster trust, bonding, and cultural enrichment among AIM staff and program participants.
  - Expenses include transportation costs (gas), entry fees for events or venues and meals.
- **Group Activities and Bonding Materials (\$500)**
  - This allocation will fund activities that allow participants to ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**14. Describe the timeline and anticipated milestone dates for the project\***
☒ Pass ☐ Fail

Maximum response length: 2500 characters

**January 7**

- AIM staff will meet to identify and select 5-7 at-risk male participants best suited for the program.
- Invitations will be sent to selected participants and their parents to join the group.

**January 9**

- 2- 3 AIM staff will undergo training focused on mentorship techniques and student support strategies to ensure effective guidance throughout the program.

**Program Milestones**

- **January 13 (Week 1):** Establish group rules and norms collaboratively with participants to create a safe and supportive environment.
- **January 27 (Week 2):** Explore societal norms related to masculinity.

- Begin designing group hoodies/shirts to build team cohesion and foster a sense of identity within the group.

- **February 10 (Week 3):** Continue exploring social norms in masculinity, delving deeper into their impact on ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

All participants, including mentors, will complete pre- and post-surveys to collect data and understand the impact of the project. Students and mentors will complete the "Emerge assessment" <https://emerge.ucsd.edu/wp-content/uploads/2023/01/EMERGE-Gender-Questions-formatted10.pdf> to capture views on gender roles and social norms, and the LMHC will design an anonymous survey to measure the impact of coping skills and the overall project impact.

AIM's Licensed Mental Health Counselor (LMHC) and trained mentors will address key contributors to gun violence, such as stress-induced aggression, social isolation, and exposure to violence.

- Goal: 50% of participants will report a significant reduction in feelings of loneliness or social aloofness, as assessed by internal pre- and post-program ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 16. Drug Free Workplace\*

☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**17. Conflict of Interest\***☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**18. Supporting Documentation (Optional)**

Upload any supporting and applicable documents here, including budget template. (Optional)

*No response submitted*

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**19. Acknowledgement of Requirements\***☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

# Galden Boxing Club Response

*Pricing is sealed*

## CONTACT INFORMATION

Company

Galden Boxing Club

Email

galdenboxingclub@gmail.com

Contact

Lee Galden

Address

2318 Ne Waldo Rd  
Gainesville, FL 32609

Phone

(352) 278-0397

Website

<http://www.galdenboxingclub.com/>

Submission Date

Dec 5, 2024 11:34 AM (Eastern Time)

## ADDENDA CONFIRMATION

☒ Addendum #1

Confirmed Dec 11, 2024 6:41 AM by Lee Galden

## QUESTIONNAIRE

### 1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 2. Responsible Agent Designation\*

☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

Lee E. Gladden Jr.

2318 NE Waldo Rd., Gainesville, FL 32609

(352) 278-0397

Gladdenboxingclub@gmail.com

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**3. Provide your Employer Identification Number (EIN)\***

☒ Pass ☐ Fail

Do not include dashes

Maximum response length: 9 characters

811307114

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**4. Provide physical address in Alachua County\***

☒ Pass ☐ Fail

2318 NE Waldo Rd, Gainesville, FL 32609

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**5. Provide a mailing address\***

☒ Pass ☐ Fail

Maximum response length: 200 characters

2318 NE Waldo Rd, Gainesville, FL 32609

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.



**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***Yes ☒ Pass ☐ Fail*Please Note: Responses to this question may be publicly displayed after the due date has passed.***7. Project Name\***☒ Pass ☐ Fail

Champions for Change: Boxing Out Violence

*Please Note: Responses to this question may be publicly displayed after the due date has passed.***8. Amount of funds being requested\***☒ Pass ☐ Fail

Maximum of \$10,000

*Maximum response length: 7 characters*

\$10,000

*Please Note: Responses to this question may be publicly displayed after the due date has passed.***9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\***Yes ☒ Pass ☐ Fail*Please Note: Responses to this question may be publicly displayed after the due date has passed.***10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\****Maximum response length: 2500 characters*☒ Pass ☐ Fail

The Gladden Boxing Club proposes a community-centered initiative to combat gun violence in Alachua County. By leveraging the discipline, structure, and mentorship inherent in boxing, this program aims to provide at-risk youth with an alternative to violence, fostering personal development and community cohesion. Our approach combines athletic training, life skills workshops, and community partnerships to create a holistic solution to a pressing issue.

**Proposed Project Description** The Gladden Boxing Club will implement a multi-faceted program targeting at-risk youth aged 12-18. The initiative combines structured boxing training, mentorship, life skills development, and community engagement to address the root causes of gun violence. Participants will attend daily boxing sessions led by ...

Show all ▼

*Please Note: Responses to this question may be publicly displayed after the due date has passed.***11. Does your proposed project fit into one of the BoCC's funding priorities?\***☒ Pass ☐ Fail

Primary Prevention

*Please Note: Responses to this question may be publicly displayed after the due date has passed.***12. Please describe how your project will prevent gun violence in Alachua County\***☒ Pass ☐ Fail*Maximum response length: 2500 characters*

We will tackle gun violence by addressing root causes and offering positive alternatives for at-risk youth. Structured boxing training instills discipline, teamwork, and self-control, providing an outlet for energy and emotions. One-on-one mentorship connects participants with role models who guide constructive life choices and help navigate challenges

without violence.

Life skills workshops equip youth with tools to resolve conflicts peacefully, set personal and professional goals, and build financial independence. These skills foster resilience, enabling participants to resist negative influences and peer pressure.

Partnerships with schools and law enforcement create a comprehensive safety net of resources and encouragement. Community engagement events raise awareness, strengthen trust, ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\*

Maximum response length: 2500 characters

☒ Pass ☐ Fail

1. **Equipment and Supplies (\$4,000):** Purchase of boxing gloves, protective gear, and training equipment to ensure participant safety and program effectiveness.
2. **Workshops and Materials (\$2,000):** Development and delivery of life skills workshops, including printed materials and facilitator fees.
3. **Community Outreach Events (\$2,000):** Organizing events to raise awareness and foster community engagement.
4. **Administrative Costs (\$1,500):** Program coordination, participant tracking, and reporting.
5. **Emergency Fund (\$500):** Address unforeseen needs or costs during the program implementation.

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 14. Describe the timeline and anticipated milestone dates for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

#### Phase 1: Program Launch and Recruitment (January 3 – January 31, 2025)

- **January 3, 2025:** Project kickoff with outreach to schools, community groups, and families.
- **January 4–20, 2025:** Recruit participants and identify at-risk youth.
- **January 21–31, 2025:** Conduct orientations to introduce program goals and schedules.

#### Phase 2: Training and Mentorship (February 1 – June 30, 2025)

- **February 1, 2025:** Begin regular training sessions and workshops on emotional regulation and conflict resolution.
- **February – June 2025:** Weekly mentorship and skill-building sessions foster discipline, confidence, and social skills.

#### Phase 3: Community Engagement (July 1 – August 31, 2025)

- **July 2025:** Host a community event to showcase progress and strengthen family involvement.
- **July – August 2025:** Continue ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

### 1. Reduction in Violent Behavior

- **Goal:** Achieve a 25% reduction in violent behavior among participants by October 2025.
- **Measurement:** Track incidents reported by participants, parents, schools, and community partners through surveys and feedback.

### 2. Improvement in Emotional Regulation and Conflict Resolution

- **Goal:** 75% of participants will demonstrate improved emotional regulation and conflict resolution skills.
- **Measurement:** Use pre- and post-program assessments and surveys to measure progress.

### 3. Increased Family Engagement

- **Goal:** Achieve a 30% increase in family participation through workshops and events by the end of the program.
- **Measurement:** Monitor attendance at family workshops and evaluate surveys assessing family involvement.

### 4. Higher Aspirations in Education and Employment

- **Goal:**...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 16. Drug Free Workplace\*

☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**17. Conflict of Interest\***

☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed


**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**18. Supporting Documentation (Optional)**

☒ Pass ☐ Fail

Upload any supporting and applicable documents here, including budget template. (Optional)

 [Proposal\\_for\\_Galdden\\_Boxing\\_Club\\_to\\_Address\\_Gun\\_Violence\\_in\\_Alachua\\_County.pdf](#)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**19. Acknowledgement of Requirements\***

☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

# League of Women Voters Alachua County Response

*Pricing is sealed*

## CONTACT INFORMATION

Company

League of Women Voters Alachua County

Email

dimp@cox.net

Contact

Diane Dimperio

Address

PO Box 15285

Gainesville, FL 32604-5285

Phone

(352) 262-5805

Website

<https://my.lww.org.florida.alachua>

Submission Date

Dec 7, 2024 10:28 AM (Eastern Time)

## ADDENDA CONFIRMATION

☒ Addendum #1

Confirmed Dec 11, 2024 8:59 AM by Diane Dimperio

## QUESTIONNAIRE

### 1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 2. Responsible Agent Designation\*

☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

**Responsible Agent:** Gwendolyn Saffo. Address: 3432 NW 37 Ave, Gainesville FL 32605. Phone Number: 352-339-3977. Email: [iamwokeninformed@gmail.com](mailto:iamwokeninformed@gmail.com)

**Alternate Agent:** Diane DImperio. Address 7024 SW 97 Ln Gainesville FL 32608. Phone Number:352-262-5805 Email: [dimp@cox.net](mailto:dimp@cox.net)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**3. Provide your Employer Identification Number (EIN)\***

☒ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

596178312

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**4. Provide physical address in Alachua County\***

☒ Pass ☐ Fail

925 NW 14 Ave Gainesville 32601

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**5. Provide a mailing address\***

☒ Pass ☐ Fail

*Maximum response length: 200 characters*

PO Box15285 Gainesville FL 32604

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***

No

☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**7. Project Name\***☒ Pass ☐ Fail

Keep Your Family Safe

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**8. Amount of funds being requested\***☒ Pass ☐ Fail

Maximum of \$10,000

Maximum response length: 7 characters

**\$9,800.**

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\***

Yes ☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\***

Maximum response length: 2500 characters

☒ Pass ☐ Fail

The proposed project is a community awareness campaign that will be implemented by the League of Women Voters of Alachua County Gun Violence Prevention and Safety Committee (LWVAC). The campaign is a component of our Action Plan for 2025-27. (Attached)

The project goal is to prevent firearm suicide and unintentional firearm death and injury by encouraging gun owners to store firearms safely. The majority (60%) of firearm deaths in Alachua County are from suicide. The rate has increased dramatically from 5.3 in 2019 to 8.1 in 2022. The majority (72%) of firearm injuries are unintentional. The LWVAC will collaborate with other community organizations focusing on gun violence to educate the public, plan events and work on policy issues. The campaign will include developing and printing ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**11. Does your proposed project fit into one of the BoCC's funding priorities?\***☒ Pass ☐ Fail

Primary Prevention

Secondary Prevention and/or Intervention

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**12. Please describe how your project will prevent gun violence in Alachua County\***☒ Pass ☐ Fail

Maximum response length: 2500 characters

When people hear the term "gun violence" it evokes an image of criminal activity which most see as a law enforcement issue. The current media attention on the increase in gun violence creates fear which may result in more people purchasing a firearm. The number of guns sold in Florida in the first 6 months of 2024 was second only to Texas. Although many people purchase guns to "keep their families safe" a gun in the home is the greatest risk factor for firearm suicide and unintentional death and injury.

The facts on firearm suicide and accidental injury and death, especially among youth, are compelling and, when presented tactfully, will cause families to consider safe gun storage. The campaign will raise awareness and change behavior by providing meaningful information on the risks ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\*

Maximum response length: 2500 characters

☒ Pass ☐ Fail

Our primary message is to prevent suicide death and accidental injury and death gunowners need to store firearms safely. We will deliver this message at events and meetings. To enable gun owners to comply with this guidance we will offer gun locks without charge to 500 gun owners at a cost of \$5 each for a total cost of **\$2500**. We will develop succinct messages about the risks of unsecured guns and the importance of secure gun storage and put this advice on 2500 palm cards which will cost about 50 cents each and distribute them at events, meetings and through firearm vendors and shooting ranges for a total cost of **\$1250**. A popular way to deliver messages is through clever stickers that can be put on water bottles, lap tops etc. and wearables such as buttons and ribbons. These are ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 14. Describe the timeline and anticipated milestone dates for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

#### Timeline

Since the LWVAC is a volunteer organization we did not have a drug free policy in place but will develop one that meets the criteria included in the law and board members and volunteers will sign it before the contract is signed.

The campaign described in this proposal is a component of at three year Plan (Attached) The Plan begins in January 2025. The funding available from the County will allow us to jump start the campaign with resources that will improve the Plan's effectiveness and help us accomplish our goal.

The LWVAC Gun Violence Prevention and Safety Committee will meet in January 2025 to review the background paper on Gun Violence in Alachua County written for our committee. (Available upon request) We will use this resource to develop the materials described in this ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

During estimated 6.5 months of grant funded operations the LWVAC will

- Develop 1 Power Point Presentation
- Develop a video montage from multiple sources related to firearm suicide and accidental injury/death
- Develop and distribute 2500 palm cards on gun safety
- Purchase and distribute 500 gun locks
- Develop 25 posters for tabling and distribution
- Attend  $\geq 8$  events (tabling) during which we will talk to  $\geq 240$  individuals
- Talk to  $\geq 10$  groups which included 200 audience members
- Reach out to  $\geq 5$  firearm vendors and  $\geq 3$  shooting ranges and 5 libraries in rural areas



- Contact  $\geq 6$  media outlets
- Collaborate in planning and sponsoring  $>1$  community event(s)
- Post one article on LWVAC website

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 16. Drug Free Workplace\*

☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 17. Conflict of Interest\*

☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 18. Supporting Documentation (Optional)

☒ Pass ☐ Fail

Upload any supporting and applicable documents here, including budget template. (Optional)

 [Budget\\_League\\_of\\_Women\\_Voters\\_#RFA25-44-PM.pdf](#)

 [PLan\\_LWVAC\\_Gun\\_Violence\\_Prevention\\_and\\_Safety\\_Committee.pdf](#)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**19. Acknowledgement of Requirements\***☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

# Made For More Foundation Response

*Pricing is sealed*

## CONTACT INFORMATION

Company

Made For More Foundation

Email

jromelus@madeformoreinspire.org

Contact

Joel Romelus

Address

2925 NW 39th Ave  
Gainesville, FL 32605

Phone

N/A

Website

<https://madeformoreinspire.org/>

Submission Date

Dec 10, 2024 5:39 PM (Eastern Time)

## ADDENDA CONFIRMATION

☒ Addendum #1

Confirmed Dec 11, 2024 8:06 AM by Joel Romelus

## QUESTIONNAIRE

### 1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 2. Responsible Agent Designation\*

☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

RESPONSIBLE AGENT: Joel D. Romelus

ADDRESS: 2925 NW 39th Ave Gainesville, FL 32605

PHONE NO.: 786-955-3108

EMAIL ADDRESS: [jromelus@madeformoreinspire.org](mailto:jromelus@madeformoreinspire.org)

ALTERNATE RESPONSIBLE AGENT: Jorge Munoz

ADDRESS: 2925 NW 39th Ave Gainesville, FL 32605

PHONE NO: 352-283-5804

EMAIL ADDRESS: [Jorge.munoz2@va.gov](mailto:Jorge.munoz2@va.gov)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

### 3. Provide your Employer Identification Number (EIN)\*

☒ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

853032251

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

### 4. Provide physical address in Alachua County\*

☒ Pass ☐ Fail

2925 NW 39th Street Gainesville, FL 32605

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

### 5. Provide a mailing address\*

☒ Pass ☐ Fail

Maximum response length: 200 characters

Made For More PO Box: 357373 Gainesville, FL 32635

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***

Yes ☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**7. Project Name\***

☒ Pass ☐ Fail

Hoops and Dreams: A 5-Session Series on Gun Violence Conversations and Defying the Odds

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**8. Amount of funds being requested\***

☒ Pass ☐ Fail

Maximum of \$10,000

Maximum response length: 7 characters

\$10,000

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\***

Yes ☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\***

Maximum response length: 2500 characters

☒ Pass ☐ Fail

To address the challenges faced by youth in Alachua County, Made For More is launching the **Hoops and D.R.E.A.M.S. Project**, a 6-8 session series designed to engage 30-40 students through sports, social-emotional learning, and community-building activities. These students will be identified through partnerships with teachers and administrators at Lincoln Middle and Eastside High Schools. The project provides a constructive alternative to environments influenced by gang activity, fostering resilience, accountability, and leadership in participants.

**Who We Are:** Made For More is a faith-based nonprofit empowering 88 youth in Alachua County. Over 80% live in gang-affected neighborhoods, and more than 60% are from single-parent households, many facing adverse childhood experiences (ACEs) that ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**11. Does your proposed project fit into one of the BoCC's funding priorities?\***

☒ Pass ☐ Fail

Secondary Prevention and/or Intervention

Primary Prevention

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**12. Please describe how your project will prevent gun violence in Alachua County\***☒ Pass ☐ Fail*Maximum response length: 2500 characters*

The Hoops and Dreams Project seeks to prevent gun violence in Alachua County by offering youth an alternative to violence and gang involvement through mentorship, sports, and community-building activities, provided through 6-8 structured sessions. Many of the youth we serve live in environments with prevalent gang activity and exposure to violence. By creating a supportive and structured space, the project aims to reduce risk factors that make youth vulnerable to gun violence while enhancing protective factors that foster resilience and positive growth.

Our approach follows the Public Health Model, addressing both risk and protective factors. Risk factors like exposure to violence, lack of role models, and social isolation are countered with protective elements such as mentorship, ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\***☒ Pass ☐ Fail*Maximum response length: 2500 characters*

- **Staff Members (Program Mentors and Facilitators): \$2,000**

- 1 mentor/facilitator for every 5 youth (10 mentors/facilitators and 1 program director).
- Compensation covers training, background checks, and the facilitation of each 3-hour session.
- The cost per session per mentor/facilitator is distributed across 6-8 sessions.

- **Venue Rental (Lincoln Middle School) & Theater Rental (Hippodrome): \$3,000**

- 6-8 sessions (each 3 hours) at \$500 per session for Lincoln Middle School Gym Rental.
- This cost covers the use of the space for all events, including setup and cleanup.
- Hippodrome - Juvenile Film - 2.5 hrs @ \$175 = \$437.5

- **Qualified Guest Speakers and Honorarium: \$2,250**

- \$300 - \$450 per speaker for 6-8 sessions.
- The honorarium ensures guest speakers who provide inspiration and relatable life skills for the youth.

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**14. Describe the timeline and anticipated milestone dates for the project\***☒ Pass ☐ Fail*Maximum response length: 2500 characters*

- **Session 1 - 2: March**

**Focused Value: Discover (D)****Session Focus:** Self-awareness and identity.

- Introduction of the project to the youth, including goals and objectives.
- Completion of the pre-survey to assess baseline knowledge and expectations.
- The first topic and guest speaker will help youth discover their strengths, values, and potential.

**Session 3: April****Focused Value: Resilience (R)****Session Focus:** Building perseverance and overcoming challenges.

- Explore how resilience can help youth navigate adversity, including personal stories and strategies for bouncing back from setbacks.
- Mentorship and sports activities will be tied to developing inner strength and perseverance.

#### Session 4: May

#### Focused Value: Empower (E)

**Session Focus:** Empowering youth to take control of their lives and decisions.

- Focus on ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

We will employ a mixed-methods approach, incorporating surveys from parents, participants, and mentors to assess the effectiveness of the program. By using measurable outcome tools, we aim to track the progress of youth throughout the program and ensure the alignment of specific goals with tangible results. The program will focus on fostering personal growth and resilience, reducing the risk of violence, and enhancing community connections. The key outcomes are as follows:

##### Increased Self-Awareness:

75% of participants will show improved understanding of their strengths, talents, and values through pre- and post-program surveys, capturing both personal insight and goal-setting improvements.

##### Enhanced Social-Emotional Skills:

75% of participants will report better resilience and conflict ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 16. Drug Free Workplace\*

☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**17. Conflict of Interest\***

☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed


**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---


**18. Supporting Documentation (Optional)**

☒ Pass ☐ Fail

Upload any supporting and applicable documents here, including budget template. (Optional)

 [Hoops\\_ & D.R.E.A.M.S\\_ Pre-Program\\_Survey.pdf](#)

 [Hoops\\_ & D.R.E.A.M.S\\_ Post-Program\\_Survey.pdf](#)

 [Hoops\\_ & D.R.E.A.M.S\\_ Parent\\_ Pre-Program\\_Survey.pdf](#)

 [Hoops\\_ & D.R.E.A.M.S\\_ Post-Program\\_Parent\\_Survey.pdf](#)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**19. Acknowledgement of Requirements\***

☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.



# River Phoenix Center for Peacebuilding Response

Pricing is sealed

CONTACT INFORMATION

Company

River Phoenix Center for Peacebuilding

Email

lynn@centerforpeacebuilding.org

Contact

Lynn Max

Address

2603 NW 13th Street

#375

GAINESVILLE, FL 32609

Phone

N/A

Website

[centerforpeacebuilding.org](http://centerforpeacebuilding.org)

Submission Date

Dec 10, 2024 12:16 PM (Eastern Time)

ADDENDA CONFIRMATION

 Addendum #1

Confirmed Dec 11, 2024 8:28 AM by Lynn Max

QUESTIONNAIRE

1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**2. Responsible Agent Designation\***☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

Jeffrey Weisberg

2603 NW 13th St. Gainesville, FL 32609

352-246-5801

jeffrey@centerforpeacebuilding.org

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**3. Provide your Employer Identification Number (EIN)\***☒ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

593179952

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**4. Provide physical address in Alachua County\***☒ Pass ☐ Fail

328 SW 4th Avenue, Gainesville, FL 32601

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**5. Provide a mailing address\***☒ Pass ☐ Fail*Maximum response length: 200 characters*

2603 NW 13th St. Gainesville, FL 32609

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***Yes ☒ Pass ☐ Fail*Please Note: Responses to this question may be publicly displayed after the due date has passed.***7. Project Name\***☒ Pass ☐ Fail

Neighborhood PACT Project (Peace Action Community Team)

*Please Note: Responses to this question may be publicly displayed after the due date has passed.***8. Amount of funds being requested\***☒ Pass ☐ Fail

Maximum of \$10,000

*Maximum response length: 7 characters*

\$10,000

*Please Note: Responses to this question may be publicly displayed after the due date has passed.***9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\***Yes ☒ Pass ☐ Fail*Please Note: Responses to this question may be publicly displayed after the due date has passed.***10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\****Maximum response length: 2500 characters*☒ Pass ☐ Fail

Focusing on community engagement and empowerment, the Neighborhood PACT Project is a grassroots initiative aimed at equipping Alachua County neighborhoods with the skills and resources to resolve disputes peacefully, reduce gun violence, and strengthen community bonds. In 2025, our project will focus on supporting Residences at Oakview, a high-risk neighborhood in Gainesville with 80 units and about 240 residents. We will focus our efforts in Oakview because of significant buy-in, collaboration and support from the property owner (Jennison) and the Community Director/ Resident Service Coordinator. We will recruit and train community members to form a Peace Action Community Team (PACT) that can intervene in community conflicts to support a peaceful resolution, facilitate community ...

Show all ▼

*Please Note: Responses to this question may be publicly displayed after the due date has passed.***11. Does your proposed project fit into one of the BoCC's funding priorities?\***☒ Pass ☐ Fail

Primary Prevention

Secondary Prevention and/or Intervention

Tertiary Intervention, Treatment and/or Rehabilitation

*Please Note: Responses to this question may be publicly displayed after the due date has passed.***12. Please describe how your project will prevent gun violence in Alachua County\***☒ Pass ☐ Fail*Maximum response length: 2500 characters*

The Neighborhood PACT Project's creation and training phase lays the foundation for addressing gun violence in Alachua County through a focused approach combining primary and secondary prevention strategies. By equipping community members with conflict resolution and restorative practice skills, the project enhances the neighborhood's ability to prevent violence and intervene before conflicts escalate.

Primary Prevention: The training of PACT members fosters protective factors by equipping residents with the tools to address disputes peacefully and proactively. These trained mediators, embedded within the community, will help de-escalate everyday conflicts and promote dialogue as well as other non-violent strategies, building a culture of trust, safety, and collaboration. By empowering ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\*

Maximum response length: 2500 characters

☒ Pass ☐ Fail

The total cost of the PACT Training will be \$10,000. The training is composed of three modules totaling 24 hours, each detailed with associated hours and cost below:

Module 1: Restorative Justice 1.0 Basic Facilitator Training - \$6,000 (14 Hours)

Module 2: Solution-Focused Conflict Coaching - \$3,000 (7 Hours)

Module 3: De-Escalation and Mentoring - \$1,000 (3 Hours)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 14. Describe the timeline and anticipated milestone dates for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

The anticipated timeline for the portion of the project funded by this grant includes:

March 31, 2025: Selection of Peace Action Community Team (PACT) Members

- Complete recruitment and vetting of PACT members.
- Notify selected members and invite them to participate in orientation activities.
- Begin initial engagement with Oak View residents to introduce the PACT initiative and selected team members.

April 30, 2025: Evaluation and Analysis of Listening Session Results

- Compile and review data collected from listening sessions conducted in February and April 2025.
- Identify recurring themes, specific community needs, and actionable recommendations.
- Share preliminary findings with project stakeholders to ensure alignment with community priorities.

April 30, 2025: Finalization of Training ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

The portion of the Neighborhood PACT Project funded by this proposal will achieve these specific outcomes:

- A Minimum of 4 and Up to 20 Community Residents Trained, ensuring participants receive comprehensive training in conflict resolution and community-building practices.
- At Least 80% Participant Satisfaction with Training Achieved, measured through post-training surveys assessing content quality, engagement, and applicability of the skills taught.

- A Peace Action Community Team (PACT) Established, including at least 4 community residents committed to promoting conflict resolution within their neighborhood and actively supporting residents experiencing challenges.
- An Increased Knowledge and Confidence in Conflict Resolution Practices Demonstrated through pre- and post-training ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 16. Drug Free Workplace\*

☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 17. Conflict of Interest\*

☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 18. Supporting Documentation (Optional)

Upload any supporting and applicable documents here, including budget template. (Optional)

No response submitted

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**19. Acknowledgement of Requirements\***

☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

# Star Center Theatre Response

*Pricing is sealed*

## CONTACT INFORMATION

Company

Star Center Theatre

Email

spotlighttalk@gmail.com

Contact

Rhonda Wilson

Address

11 NE 23rd Avenue  
Gainesville, FL 32609

Phone

(352) 378-3311

Website

[www.starcentertheatre.org](http://www.starcentertheatre.org)

Submission Date

Dec 10, 2024 2:59 PM (Eastern Time)

## ADDENDA CONFIRMATION

☒ Addendum #1

Confirmed Dec 11, 2024 8:53 AM by Rhonda Wilson

## QUESTIONNAIRE

### 1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 2. Responsible Agent Designation\*

☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

Rhonda Wilson

11 NE 23rd Avenue

Gainesville, FL

spotlighttalk@gmail.com

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**3. Provide your Employer Identification Number (EIN)\***

☒ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

010700516

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**4. Provide physical address in Alachua County\***

☒ Pass ☐ Fail

11 NE 23rd Avenue, Gainesville, FL 32609

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**5. Provide a mailing address\***

☒ Pass ☐ Fail

*Maximum response length: 200 characters*

Star Center Theatre, 11 NE 23rd Avenue, Gainesville, FL 32609

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

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**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***

Yes

☒ Pass ☐ Fail



**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 7. Project Name\*

☒ Pass ☐ Fail

**"Voices for Change: Healing Through Theater"**

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 8. Amount of funds being requested\*

☒ Pass ☐ Fail

Maximum of \$10,000

Maximum response length: 7 characters

\$10000

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\*

Yes

☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\*

Maximum response length: 2500 characters

☒ Pass ☐ Fail

#### Proposed Star Center Theatre Project: "Voices for Change: Healing Through Theater"

The Star Center Theatre will address gun violence as a public health crisis through **"Voices for Change: Healing Through Theater,"** a program using performing arts to explore, educate, and empower youth and community members. This initiative focuses on addressing risk factors such as negative influences, substance use, and exposure to violence while fostering protective measures like self-control, family bonds, and social competence.

#### Key Components:

##### 1. Educational Performances and Workshops:

- Original theatrical works highlighting the causes and impact of gun violence.
- Workshops addressing risk factors like media violence, inequality, and negative social relationships.

##### 2. Youth Empowerment Programs:

- Engaging at-risk youth ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 11. Does your proposed project fit into one of the BoCC's funding priorities?\*

☒ Pass ☐ Fail

Secondary Prevention and/or Intervention

Primary Prevention

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 12. Please describe how your project will prevent gun violence in Alachua County\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

## Preventing Gun Violence in Alachua County Through Theater

The “**Voices for Change: Healing Through Theater**” project addresses gun violence in Alachua County by tackling root causes and fostering protective factors through community-focused arts programming. Using theater as a platform, the project educates, empowers, and engages youth, families, and the broader community to create long-term solutions.

### Addressing Risk Factors:

#### 1. Negative Influences and Relationships:

- Youth programs replace harmful relationships with mentorship and positive peer connections.
- Performances and workshops explore the risks of gang affiliation, substance use, and exposure to violence, offering alternative paths.

#### 2. Inequalities and Media Violence:

- Theatrical works highlight the impact of inequality and violence, inspiring ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\*

Maximum response length: 2500 characters

☒ Pass ☐ Fail

#### Allocation of \$10,000 Grant Funds for "Voices for Change: Healing Through Theater"

The \$10,000 grant will be used to implement key components of the “**Voices for Change: Healing Through Theater**” project, focusing on direct programming and outreach to maximize impact. Below is the tentative breakdown of expenditures:

#### 1. Personnel Costs: \$4,000

- **Project Coordinator (\$2,000):** Oversees program implementation and community engagement.
- **Facilitators and Teaching Artists (\$2,000):** Conduct workshops and lead youth participants in rehearsals and discussions.

#### 2. Program Development and Production: \$3,500

- **Script Development (\$1,000):** Create original theatrical content addressing gun violence and its root causes.
- **Production Materials (\$1,500):** Purchase costumes, props, and basic set elements for performances.
- **W...**

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 14. Describe the timeline and anticipated milestone dates for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

#### Timeline and Milestones for "Voices for Change: Healing Through Theater"

**January 2025 – September 30, 2025**

#### Phase 1: Planning and Development (January – March 2025)

- **January 2025:**
  - Assemble the project team, including facilitators, teaching artists, and the project coordinator.
  - Finalize partnerships with schools, community organizations, and local leaders.

- Begin developing scripts and educational materials focused on gun violence prevention.
- **February 2025:**
  - Host a community meeting to gather input and promote awareness about the project.
  - Identify and recruit youth participants from schools and community programs.
  - Finalize workshop content and rehearsal schedules.
- **March 2025:**
  - Conduct facilitator training to ensure consistency in workshop delivery.
  - Launch marketing efforts, including flyers, social media, ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

The “**Voices for Change: Healing Through Theater**” project aims to reduce gun violence in Alachua County by engaging youth, families, and the community in arts-based programming. Measurable outcomes will track progress in addressing risk factors, enhancing protective factors, and creating lasting change.

### 1. Participant Outcomes

- **Youth Engagement:**
  - 100+ youth will complete theater workshops and performances, improving self-expression, teamwork, and conflict resolution skills.
  - Pre- and post-program surveys will show a 25% improvement in social-emotional skills, such as empathy and self-control.
- **Skill Development:**
  - 70% of participants will report increased confidence in conflict resolution and self-expression.
  - Participants will demonstrate growth through performances addressing themes of gun violence ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 16. Drug Free Workplace\*

☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

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6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 17. Conflict of Interest\*

☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 18. Supporting Documentation (Optional)

☒ Pass ☐ Fail

Upload any supporting and applicable documents here, including budget template. (Optional)

 [FounderStarCenter.pdf](#)

 [StarYouth.pdf](#)

 [Star\\_Budget\\_Template.pdf](#)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 19. Acknowledgement of Requirements\*

☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

# Strong-MINDED Mentoring Inc Response

*Pricing is sealed*

## CONTACT INFORMATION

Company

Strong-MINDED Mentoring Inc

Email

strongmindedmentoring@gmail.com

Contact

Jarell Whitehead

Address

21 NE 48th Terr

Gainesville, FL 32641

Phone

(352) 318-8641

Website

N/A

Submission Date

Dec 3, 2024 11:33 AM (Eastern Time)

## ADDENDA CONFIRMATION

☒ Addendum #1

Confirmed Dec 12, 2024 7:11 AM by Jarell Whitehead

## QUESTIONNAIRE

### 1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 2. Responsible Agent Designation\*

☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

Jarell Whitehead

21 NE 48TH TER GAINESVILLE FL 32641-6042

352-318-8641

Jarellw@yahoo.com or Strongmindedmentoring@gmail.com

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**3. Provide your Employer Identification Number (EIN)\***

☒ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

932916470

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**4. Provide physical address in Alachua County\***

☒ Pass ☐ Fail

21 NE 48TH TER GAINESVILLE FL 32641-6042

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**5. Provide a mailing address\***

☒ Pass ☐ Fail

*Maximum response length: 200 characters*

21 NE 48TH TER GAINESVILLE FL 32641-6042

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***

Yes

☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 7. Project Name\*

☒ Pass ☐ Fail

Strong-MINDED Mentoring inc.

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 8. Amount of funds being requested\*

☒ Pass ☐ Fail

Maximum of \$10,000

Maximum response length: 7 characters

\$10,000

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\*

Yes ☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\*

Maximum response length: 2500 characters

☒ Pass ☐ Fail

#### Project Overview

Strong-Minded Mentoring will implement a structured mentoring program targeting youth aged 12-24 who face adversity, such as poverty, lack of role models, or exposure to violence. The project will focus on developing life skills, job readiness, and educational support, with the ultimate goal of reducing risk factors for youth and increasing positive outcomes.

#### Program Structure

- **Workshops:** Monthly sessions on topics such as conflict resolution, financial literacy, and career planning.
- **Community Service Projects:** Encouraging participants to give back and build a sense of civic responsibility.
- **Job Skills Training:** Partnering with local businesses for internships and skill-building workshops.

#### Anticipated Results and Benefits

#### Quantifiable Outcomes:

- **Participation Metrics:** Enroll at ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 11. Does your proposed project fit into one of the BoCC's funding priorities?\*

☒ Pass ☐ Fail

Secondary Prevention and/or Intervention

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 12. Please describe how your project will prevent gun violence in Alachua County\*

☒ Pass ☐ Fail

*Maximum response length: 2500 characters*

Strong-MINDED Mentoring addresses the root causes of gun violence by empowering youth with the tools, guidance, and opportunities needed to make better life choices. Our project will contribute with preventing gun violence in Alachua County by:

#### **Building Positive Relationships**

- **Conflict Resolution Skills:** Mentors/interrupters teach youth effective ways to handle disputes without resorting to violence, emphasizing communication and empathy.

#### **Addressing Underlying Challenges**

- **Life Skills Development:** The program focuses on teaching critical life skills such as emotional regulation, financial literacy, and goal setting to help youth build self-sufficiency and confidence.
- **Job and Education Pathways:** By connecting participants with job training, internships, and education opportunities, the program ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### **13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\***

*Maximum response length: 2500 characters*

☒ Pass ☐ Fail

Strong-Minded Mentoring aims to effectively utilize a **\$10,000** budget over 12 months to prevent gun violence among youth in Alachua County.

#### **Workshops and Training Materials**

- **Description:** Supplies for conducting life skills, conflict resolution, and job readiness workshops, including printed materials and workbooks.
- **Justification:** Provides necessary resources for interactive and educational sessions that equip youth with essential skills.
- **Estimated Cost: \$1,600**
  - **Workshop Supplies:** \$1,000
  - **Printed Materials:** \$600

#### **Transportation**

- **Description:** Transportation costs to ensure participants can attend sessions, workshops, and community events.
- **Justification:** Increases accessibility for all youth, particularly those without reliable transportation.
- **Estimated Cost: \$1,500**
  - **Public Transportation Vouchers/Bus ...**

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### **14. Describe the timeline and anticipated milestone dates for the project\***

☒ Pass ☐ Fail

*Maximum response length: 2500 characters*

#### **Participant Recruitment and Orientation**



- **Milestone:** Onboard Participants and Launch First Mentoring Sessions
  - Host information sessions to engage parents, guardians, and youth.
  - Enroll 25-30 youth participants and match them with mentors.
  - Conduct orientation for participants, introducing program goals, rules, and expectations.
  - Begin monthly mentoring/interrupters workshop in the community.

## Workshops and Community Engagement

- **Milestone:** Deliver Core Programming
  - Host structured workshops focusing on:
    1. Nonviolent conflict resolution.
    2. Job readiness and life skills.
    3. Understanding the impact of gun violence.
  - Organize community events, such as a Cease Violence in the HOOD or Family Engagement Day.

## Program Evaluation and Expansion Planning

- **Milestone:** Evaluate Impact and Plan for Sustainability
  - Collect feedback ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

Strong-Minded Mentoring aims to achieve tangible results within the first 4 months of program implementation. These outcomes focus on measurable improvements in participants' behavior, skills, and engagement.

### 1. Participant Engagement

- **Enrollment Numbers:** Recruit and enroll a minimum of 25 youth identified as at-risk or justice-involved in Alachua County.
- **Attendance Rates:** Achieve a consistent attendance rate of at least 80% for workshops, mentoring sessions, and events.

### 2. Skill Development

- **Conflict Resolution:** 80% of participants will complete at least two workshops focused on nonviolent conflict resolution, with post-session assessments showing an increase in their ability to identify and apply these techniques.
- **Life Skills Training:** At least 80% of participants will demonstrate improved ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**16. Drug Free Workplace\***☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**17. Conflict of Interest\***☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**18. Supporting Documentation (Optional)**☒ Pass ☐ Fail

Upload any supporting and applicable documents here, including budget template. (Optional)

 [Strong-MINDED\\_Mentoring\\_slide\\_show.pdf](#)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**19. Acknowledgement of Requirements\***☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

# Superior Moves Records, LLC Response

*Pricing is sealed*

## CONTACT INFORMATION

Company

Superior Moves Records, LLC

Email

corey@offdachainz.com

Contact

Corey Williams

Address

321 NW 10th St, Gainesville, Florida  
Gainesville, FL 32601

Phone

(352) 318-9945

Website

<https://offdachainz.com>

Submission Date

Nov 26, 2024 11:43 PM (Eastern Time)

## ADDENDA CONFIRMATION

☒ Addendum #1

Confirmed Dec 11, 2024 8:33 AM by Corey Williams

## QUESTIONNAIRE

### 1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 2. Responsible Agent Designation\*

☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

Corey T. Williams

3515 SW 39th Blvd 19B

Gainesville, FL 32608

[corey@offdachainz.com](mailto:corey@offdachainz.com)

Alternate:

Henry Hill

315 SW Grove St

Keystone Heights, FL 32656

352-871-4206

[pheeshedzhh@gmail.com](mailto:pheeshedzhh@gmail.com)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

### 3. Provide your Employer Identification Number (EIN)\*

☒ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

933885306

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

### 4. Provide physical address in Alachua County\*

☒ Pass ☐ Fail

321 NW 10th St Gainesville FL 32601

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**5. Provide a mailing address\***

☒ Pass ☐ Fail

Maximum response length: 200 characters

3515 SW 39th Blvd 19B Gainesville, FL 32608

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***

Yes

☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**7. Project Name\***

☒ Pass ☐ Fail

Superior Moves for Kids Program

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**8. Amount of funds being requested\***

☒ Pass ☐ Fail

Maximum of \$10,000

Maximum response length: 7 characters

\$5,000

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\***

Yes

☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\***

Maximum response length: 2500 characters

☒ Pass ☐ Fail

The Superior Moves for Kids Program is a Primary Prevention to Secondary Prevention Program designed to give youth options and opportunities to prevent them from wanting to use guns for violence. By putting physical tools such as fishing rods from the fishing program or art brushes from the art introduction program to physically going into a recording booth and recording a poem, we will alter the lives and paths of youths entering the program. The leaders of the programs are military Veterans such as myself (Corey Williams -Marine Corps), I will volunteer my time to introduce Art specifically oil painting and poetry. My associate and fellow Veteran ( Derrick Foster -Navy) teaches fishing skills and has experience with an annual fish tournament in his home state of Alabama. Mr. Foster ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**11. Does your proposed project fit into one of the BoCC's funding priorities?\***

☒ Pass ☐ Fail

Primary Prevention

Secondary Prevention and/or Intervention

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 12. Please describe how your project will prevent gun violence in Alachua County\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

Assessments will be used as a tool to evaluate the programs activities and identify youth that need areas for Gun Prevention Intervention strategies those that do not need as much monitoring of their situation.

Performance of Assessments

Send Pre-Assessment Questionnaire (List of questions to get to know the youth and parent information)

Conduct community tour (Going to NW, SW, NE and SE Gainesville and documenting the area at least once a month to show improvement or not)

Research crimes and illegal activity, conduct surveys on teen pregnancy, drug habits, eating habits and nutrition (From the kids participating in the program and Gainesville Police Department Data)

Develop Social and Economic Ambassadors on a local level to promote to a National level promoting a anti gun violence ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

The funds will be used to purchase equipment and secure recording time or equipment for the poetry/rap recordings and art supplies is \$2,500. The fishing portion includes buying fishing equipment and location rental which is \$2,500. We anticipate at least 24 kids will want to sign up for the program and the cost for each program averages to \$104.17 for the year for each youth.

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 14. Describe the timeline and anticipated milestone dates for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

We anticipate announcing the program in January 2025, Start Program Activities in February 2025 with at least 20-24 kids for either fishing, poetry/rap art (oil painting) or entrepreneurship introduction, April 2025 Poetic Kilns Festival featuring some of program participants, June/July2025 Fish Camp, July Talent Show featuring program participants, September 2025 Back to School Talent Show December 2025 Program End and evaluate to build on 2026 recruit the next promote the success of the participants and build interest for funding. The following youth program: "Being the Vision of Today" should have at least (12) Programs streamed or recorded featuring youth from the Community. Superior Moves Records, LLC will sponsor at least (1) promotional song or PSA with area youth for anti ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

I would describe measurable outcomes for this project to be an awareness by the youth that we are trying to reach them. I personally have felt that if I had more help I could help more kids and for twenty years I have just kept plugging away and now there is help and other eyes on this issue I have known about since I was eleven years old.

An older neighborhood kid named Robert was shot and killed in a fight when I was attending Westwood Middle School the first month of school. I grew up with Robert and his death was one of the first but not the last of my friends that would get shot or shot and killed before I graduated high school in 1994. In February 2025 hopefully if funded, area youth will have a future career option as a paid artist or professional angler if they try these ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 16. Drug Free Workplace\*

☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 17. Conflict of Interest\*

☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 18. Supporting Documentation (Optional)

☒ Pass ☐ Fail

Upload any supporting and applicable documents here, including budget template. (Optional)

 GVPG\_Budget\_Superior\_Moves\_Records\_LLC.xlsx

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**19. Acknowledgement of Requirements\***

☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.



# SupportBLKGNV Response

*Pricing is sealed*

**CONTACT INFORMATION**

Company

SupportBLKGNV

Email

ashlei@supportblkgnv.com

Contact

Ashlei Askew

Address

530 West University Avenue  
DB113H  
Gainesville, FL 32601

Phone

(352) 448-8780


Website

[www.supportblkgnv.com](http://www.supportblkgnv.com)

Submission Date

Dec 17, 2024 3:12 PM (Eastern Time)

**ADDENDA CONFIRMATION**



Addendum #1

Confirmed Dec 11, 2024 10:39 AM by Ashlei Askew

**QUESTIONNAIRE**

1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**2. Responsible Agent Designation\***☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

RESPONSIBLE AGENT: Ashlei Askew

ADDRESS: SF I Center for Innovation and Economic Development Blount Hall, 530 West University Avenue DB113H Gainesville, FL 32601

PHONE NO.: 352-448-8780

EMAIL ADDRESS: ashlei@supportblkgnv.com

ALTERNATE RESPONSIBLE AGENT: Malcom Askew

ADDRESS: SF I Center for Innovation and Economic Development Blount Hall, 530 West University Avenue DB113H Gainesville, FL 32601

PHONE NO: 352-448-8780

EMAIL ADDRESS: malcom@supportblkgnv.com

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**3. Provide your Employer Identification Number (EIN)\***☒ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

993360810

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**4. Provide physical address in Alachua County\***☒ Pass ☐ Fail

SF I Center for Innovation and Economic Development Blount Hall, 530 West University Avenue DB113H Gainesville, FL 32601

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**5. Provide a mailing address\***

☒ Pass ☐ Fail

Maximum response length: 200 characters

SF I Center for Innovation and Economic Development Blount Hall, 530 West University Avenue DB113H Gainesville, FL 32601

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***

Yes ☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

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**7. Project Name\***

☒ Pass ☐ Fail

Bridging Communities for Safer Futures

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

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**8. Amount of funds being requested\***

☒ Pass ☐ Fail

Maximum of \$10,000

Maximum response length: 7 characters

\$10,000

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\***

Yes ☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\***

Maximum response length: 2500 characters

☒ Pass ☐ Fail

SupportBLKGNV is an emerging organization committed to fostering unity, collaboration, and resource-sharing to address critical issues impacting the Black community, including gun violence. Our mission to create a centralized hub for community building, economic empowerment, and cultural enrichment extends to supporting organizations actively working to prevent gun violence in Alachua County. While our efforts primarily focus on the Black community, our philosophy recognizes that improving outcomes for this demographic ultimately enhances the well-being of the broader community.

Our project seeks to amplify the impact of two key organizations: the **BOLD Program** and **Nspire Florida**. Both organizations have cultivated vital community trust and made significant strides toward reducing gun ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**11. Does your proposed project fit into one of the BoCC's funding priorities?\***☒ Pass ☐ Fail

Primary Prevention

Secondary Prevention and/or Intervention

Tertiary Intervention, Treatment and/or Rehabilitation

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**12. Please describe how your project will prevent gun violence in Alachua County\***☒ Pass ☐ Fail*Maximum response length: 2500 characters*

The **BOLD Program** focuses on rebuilding the person and the family. They work with individuals who are high-risk and provide the resources they need to get them on the right path. They face challenges related to staffing, public awareness, and technology leverage. Our approach will deliver the following benefits:

**1. Technology Leverage:**

- Digitizing processes and creating streamlined systems will enable the BOLD Program to maximize the impact of current staff, track real-time data and key performance metrics, providing evidence of success and increasing program credibility.

**2. Increasing Public Awareness and Trust:**

- Developing a robust storytelling strategy will highlight the program's mission, leadership, client successes, and community impact, fostering trust and demand.
- Creating a dedicated space for ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.**13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\***☒ Pass ☐ Fail*Maximum response length: 2500 characters***1. Consulting Hours**

- **Description:** Covers expert consulting to assess needs, develop strategies, provide training, and implement solutions for both organizations.
- **Allocation: \$2,500**
  - 25 consulting hours at \$100/hour

**2. Custom Software Adaptation for Nspire Florida**

- **Description:** Funds allocated to customize our existing software platform for Nspire Florida's digital neighborhood watch program, including anonymous reporting features, user interfaces, and community messaging tools.
- **Allocation: \$2,000**

**3. Platform Identification and Implementation for BOLD Program**

- **Description:** Supports research, evaluation, and guidance for implementing a suitable software platform tailored to the BOLD Program's needs, including staff training and process integration.
- **Allocation: \$2,500**

**4. Video Production for Storytelling**

- **Description:** ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 14. Describe the timeline and anticipated milestone dates for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

- **January - February 2025 – Discovery and Planning**
  - **Activity:**
    - Conduct discovery sessions with the BOLD Program and Nspire Florida to assess needs, gather input, and align goals.
    - Develop project plans tailored to each organization, including timelines and deliverables.
  - **Milestone:** Completion of discovery sessions and project plan approval by February 21, 2025.
- **February - March 2025 – Process Optimization and Strategy Development**
  - **Activity:**
    - Begin streamlining current processes for both organizations.
    - Develop storytelling strategies, including content plans and key messaging.
  - **Milestone:** Process improvement strategies finalized and storytelling framework approved by March 21, 2025.
- **March - April 2025 – Technology Customization and Selection**
  - **Activity:**
    - Adapt existing software platform for Nspire Florida's ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

This project leverages corporate methodologies to enhance efficiency and scalability to impact community-based initiatives. We aim to pilot a model that can be replicated across other organizations serving at-risk communities. **Outcomes and Data Points to Track**

1. **Increased Operational Efficiency**
  - **Outcome:** Both organizations report improved efficiency in their day-to-day operations due to streamlined processes and technological integration.
  - **Data Points:**
    - Number of hours saved per week on administrative tasks.
    - Percentage increase in task completion rates.
2. **Expanded Community Reach**
  - **Outcome:** Both organizations achieve greater visibility and trust within the communities they serve, leading to increased engagement and participation.
  - **Data Points:**
    - Number of new community members served or reached.
    - Increase in ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**16. Drug Free Workplace\***☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**17. Conflict of Interest\***☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**18. Supporting Documentation (Optional)**

Upload any supporting and applicable documents here, including budget template. (Optional)

No response submitted

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**19. Acknowledgement of Requirements\***☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

# The Black On Black Crime Task Force Response

Pricing is sealed

## CONTACT INFORMATION

Company

The Black On Black Crime Task Force

Email

jonestrblkonblk@gmail.com

Contact

Tony Jones

Address

PO Box 5565

Gainesville, FL 32627

Phone

(352) 339-5972

Website

N/A

Submission Date

Dec 9, 2024 9:52 AM (Eastern Time)

## ADDENDA CONFIRMATION

☒ Addendum #1

Confirmed Dec 12, 2024 1:10 PM by Tony Jones

## QUESTIONNAIRE

### 1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 2. Responsible Agent Designation\*

☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

Larry Ellis

4413 NW 51st Drive

Gainesville, FL32606

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**3. Provide your Employer Identification Number (EIN)\***

☒ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

59-336979

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**4. Provide physical address in Alachua County\***

☒ Pass ☐ Fail

423 NW 6th Place, Gainesville Florida

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**5. Provide a mailing address\***

☒ Pass ☐ Fail

*Maximum response length: 200 characters*

P.O.Box 5565, Gainesville Florida

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***

No

☒ Pass ☐ Fail



**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 7. Project Name\*

☒ Pass ☐ Fail

The Black-on-Black Crime Task Force, Violence Prevention Project.

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 8. Amount of funds being requested\*

☒ Pass ☐ Fail

Maximum of \$10,000

Maximum response length: 7 characters

\$10,000

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\*

Yes

☒ Pass ☐ Fail

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\*

Maximum response length: 2500 characters

☒ Pass ☐ Fail

#### Executive Summary, Define and monitor problem.

Gun violence continues to be a critical issue in Alachua County, particularly in Gainesville, where 147 incidents of corroborated gunfire and 14 homicides occurred in 2023. The number of people injured or killed by gunfire rose from 39 to 56 compared to the previous year. This alarming trend includes increased juvenile involvement, with five minors charged with homicide this year. The Black-on-Black Crime Taskforce seeks funding to implement a community-based, multi-faceted gun violence prevention program.

#### Statement of Need

The growing prevalence of gun violence in Gainesville highlights a pressing need for intervention. Analysis shows that gun-related injuries and deaths disproportionately affect communities of color. Juvenile involvement in ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 11. Does your proposed project fit into one of the BoCC's funding priorities?\*

☒ Pass ☐ Fail

Secondary Prevention and/or Intervention

Tertiary Intervention, Treatment and/or Rehabilitation

Primary Prevention

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 12. Please describe how your project will prevent gun violence in Alachua County\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

The program will work with (25) youth and young adults from communities that have been identified by local law enforcement as a community that has experienced an inordinate quantity of gun violence in the past year. The task force will work with neighborhood programs such as the Violence Interrupters.

**Key elements include:**

1. **Targeted Communities:** The focus is on areas identified by local law enforcement as experiencing high levels of gun violence.
2. **Partnership with Local Programs:** Collaborating with initiatives such as Violence Interrupters and Baxter's Place program, Schools and Faith-based organizations leverages the expertise and connections of local organizations familiar with the community's dynamics.
3. **Violence Interruption:** This involves detecting individuals or groups likely to engage in ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\***

Maximum response length: 2500 characters

☒ Pass ☐ Fail

**1. Seminar Logistics**

- **Venue Rental:** In Kind
- **Materials:** To be detailed

**2. Outreach Worker Salaries**

- Hourly Rate: \$19.00
- Weekly Hours: 8
- Weekly Total: \$152.00
- Annual Total for 52 Weeks: \$7,904.00

**3. Costs for MRT and Life-Skills Training Sessions**

- **Books: "How To Escape Your Prison (Juvenile Version)"**
  - Cost per Book: \$27.00
  - Number of Books: 27
  - Total Cost for Books: \$729.00
- **Instructor's Workbooks:** Included in the total cost.
- Rites of Passage forums -In Kind

**4. Seminars**

- Cost per Event: \$200.00
- Number of Events: 3
- Total Cost for Seminars: \$600.00

**5. Miscellaneous Materials and Supplies**

- **Including Fuel:** Estimated Total: \$700.00

**Total Costs Summary:**

- Outreach Worker Salaries (52 weeks): \$7,904.00
- Books and Instructor Workbooks: \$729.00
- Seminars: \$600.00
- Miscellaneous Materials and Supplies: \$700.00

**Final Adjusted Total Cost: ...**

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 14. Describe the timeline and anticipated milestone dates for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

##### Yearly Timeline for Program Implementation

##### Month 1: January

- **Planning and Preparation**
  - Develop detailed program schedules and outlines
  - Finalize partnerships with local organizations and Violence Interrupters
  - Recruit and train outreach worker and volunteers
  - Purchase necessary materials, books, and supplies

##### Month 2: February

- **Program Launch**
  - Kick-off event at Baxter's Place to introduce the program to the community
  - Begin outreach activities and risk identification
  - Conduct the first quarterly seminar on gun laws and conflict resolution

##### Month 3-4: March-April

- **Primary Prevention Activities**
  - Continue quarterly seminar series
  - Launch community engagement initiatives and podcasts
  - Start Moral Recognition- therapy (MRT) and conflict resolution workshops, with at Risk youth and Young Adults.
  - Quarterly Report

##### Month 5-6: ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

##### 1. Reduce Gun-Related Violence

**Goal:** Achieve a 05% **reduction in gunfire incidents and injuries** in targeted communities by the end of the program's first year.

##### Strategies:

- Collaborate with law enforcement and community leaders to proactively monitor and address high-risk areas. With Violence Interrupters
- Host community events and awareness campaigns to promote trust and cooperation.
- Track progress using data analytics, comparing pre- and post-program statistics on gunfire incidents.
- **Goal:** Identify and provide intervention services to **25 at-risk youth and young adults annually**.

##### Strategies:

- Partner with schools, community centers, and local organizations to identify at-risk individuals aged 14–25.
- Create tailored mentorship and life-skills programs to address individual needs, connecting ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 16. Drug Free Workplace\*

☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 17. Conflict of Interest\*

☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 18. Supporting Documentation (Optional)

☒ Pass ☐ Fail

Upload any supporting and applicable documents here, including budget template. (Optional)

 gun\_grant.docx

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 19. Acknowledgement of Requirements\*

☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

***Please Note: Responses to this question may be publicly displayed after the due date has passed.***

# Total Life Productions LLC Response

*Pricing is sealed*

## CONTACT INFORMATION

Company

Total Life Productions LLC

Email

totallifeproductions@gmail.com

Contact

Romona Jackson

Address

942 Turkey Creek  
Alachua, FL 32615

Phone

N/A

Website

[www.romonajackson.com](http://www.romonajackson.com)

Submission Date

Nov 15, 2024 3:19 PM (Eastern Time)

## ADDENDA CONFIRMATION

☒ Addendum #1

Confirmed Dec 11, 2024 10:03 AM by Romona Jackson

## QUESTIONNAIRE

### 1. Corporate Resolution Granting Signature\*

☒ Pass ☐ Fail

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFA?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 2. Responsible Agent Designation\*

☒ Pass ☐ Fail

The Consultant shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Consultant by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Consultant.

RESPONSIBLE AGENT:

ADDRESS:

PHONE NO.:

EMAIL ADDRESS:

ALTERNATE RESPONSIBLE AGENT:

ADDRESS:

PHONE NO:

EMAIL ADDRESS:

Annette Kleckley

311 SE 44th Street

Gainesville, FL 32641

352 214 6225

akleckley@cox.net

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**3. Provide your Employer Identification Number (EIN)\***

☒ Pass ☐ Fail

Do not include dashes

*Maximum response length: 9 characters*

472637653

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**4. Provide physical address in Alachua County\***

☒ Pass ☐ Fail

942 Turkey Creek

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**5. Provide a mailing address\***

☒ Pass ☐ Fail

*Maximum response length: 200 characters*

942 Turkey Creek Alachua FL 32615

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

**6. Does your agency meet the criteria for Small Business Program in accordance with Ordinance 2024-09\***Yes ☒ Pass ☐ Fail*Please Note: Responses to this question may be publicly displayed after the due date has passed.***7. Project Name\***☒ Pass ☐ Fail

ARTillery for Peace: Creating Change Through The Arts

*Please Note: Responses to this question may be publicly displayed after the due date has passed.***8. Amount of funds being requested\***☒ Pass ☐ Fail

Maximum of \$10,000

*Maximum response length: 7 characters*

\$10,000

*Please Note: Responses to this question may be publicly displayed after the due date has passed.***9. Does your proposed project benefit residents of Alachua County, is consistent with the public health model, and addresses risk and protective factors of gun violence as the focus for any services provided?\***Yes ☒ Pass ☐ Fail*Please Note: Responses to this question may be publicly displayed after the due date has passed.***10. Please describe the proposed project, and quantify the anticipated results and benefits to residents of Alachua County\****Maximum response length: 2500 characters*☒ Pass ☐ Fail

This project aims to address the pressing issue of gun violence and its underlying risk factors among youth. By leveraging the transformative power of drama, the arts, and youth-centered workshops, we will create a safe, engaging space for young people to express themselves, build resilience, and develop conflict-resolution skills. The initiative will foster a sense of community, self-worth, and nonviolent communication, reducing the likelihood of gun-related behaviors and victimization.

Gun violence is a leading cause of death and trauma among youth in the United States. In 2022, 2,526 children and teens ages 1–17 died as a result of gun violence, averaging nearly 7 deaths per day. Gun homicides: Black male teens and young adults ages 15–34 accounted for 34% of all gun homicides in 2022. ...

Show all ▼

*Please Note: Responses to this question may be publicly displayed after the due date has passed.***11. Does your proposed project fit into one of the BoCC's funding priorities?\***☒ Pass ☐ Fail

Primary Prevention

Secondary Prevention and/or Intervention

*Please Note: Responses to this question may be publicly displayed after the due date has passed.***12. Please describe how your project will prevent gun violence in Alachua County\***☒ Pass ☐ Fail*Maximum response length: 2500 characters***Project Goals and Objectives****Goals:**

1. Help to reduce gun violence and risk factors among youth.



2. Provide creative outlets to empower youth to process emotions and trauma.
3. Foster nonviolent communication and conflict-resolution skills.

**Objectives:**

- Recruit and engage 200 youth participants aged 12-18 in high-risk areas.
- Conduct 50 drama and art workshops over 12 months.
- Host three youth-led community performances highlighting the impact of gun violence and resilience.
- Train 20 local facilitators in art-based violence prevention techniques.

**Program Description:** Art imitating life is an impactful method to help youth not only see themselves in real-life scenarios but also allow youth a platform that helps to teach critical thinking and helping them to develop the art ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 13. Please describe how the funds will be used, including tentative dollar amounts for all expenditures\*

Maximum response length: 2500 characters

☒ Pass ☐ Fail

**Projected Budget: \$10,000**

Program Staff (Workshop Facilitators and Mentors): \$4,000

Workshop Materials: \$2,000

Community Venue Costs: \$1,000

Marketing and Outreach: \$500

Performance Production Costs: \$1,500

Evaluation and Reporting: \$1,000

**Community Partnerships:** To maximize impact and reduce costs, the project will collaborate with the following community organizations and groups:

1. **Local Schools and School Districts:** Partner schools will assist in recruiting participants, hosting workshops, and providing logistical support (e.g., venues and transportation).
2. **Community Arts Organizations:** Organizations like local theaters, art studios, or cultural nonprofits can provide professional facilitators, materials, and mentorship opportunities.
3. **Youth Organizations:** Groups such as Boys & Girls Clubs, ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

### 14. Describe the timeline and anticipated milestone dates for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

**Timeline**

The project will be implemented over **12 months**, and divided into distinct phases to ensure organized execution and measurable outcomes.

**Month 1: Planning and Recruitment**

- Identify community partnerships with schools, parents of slain youth, arts organizations, and venues to discuss roles and gain commitment and support.
- Develop detailed workshop curricula, including drama exercises, art projects, and performance planning.
- Recruit and train facilitators, mentors, and volunteers.

- Launch outreach campaign to recruit participants (flyers, social media, school announcements).

#### Months 2-4: Initial Workshops and Building Engagement

- Conduct weekly drama and art workshops (target: 10 sessions).
- Begin community-building exercises to foster trust and collaboration among participants.
- Identify ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 15. Describe measurable outcomes for the project\*

☒ Pass ☐ Fail

Maximum response length: 2500 characters

**The ARTillery for Peace: Creating Change Through the Arts** program aims to measurably reduce gun violence in communities by leveraging the transformative power of the arts. This initiative provides a creative platform for youth, families, and community members to engage in meaningful dialogue, develop conflict resolution skills, and foster a sense of unity and purpose. The tools to measure effectiveness will be pre and post-surveys that can help capture growth percentages from inception and culmination of the program.

##### Measurable Outcomes:

##### 1. Reduction in Gun-Related Incidents

Through consistent engagement with at-risk populations, the program seeks to help reduce reported gun-related incidents within participating neighborhoods over 12 months. This will be measured through local law ...

Show all ▼

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

#### 16. Drug Free Workplace\*

☒ Pass ☐ Fail

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**17. Conflict of Interest\***

☒ Pass ☐ Fail

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. ( Select yes, if there is no conflict of interest)

☒ Confirmed


**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**18. Supporting Documentation (Optional)**

☒ Pass ☐ Fail

Upload any supporting and applicable documents here, including budget template. (Optional)

 [ARTillery\\_of\\_Peace\\_Budget\\_Justification.pdf](#)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

---

**19. Acknowledgement of Requirements\***

☒ Pass ☐ Fail

Did you review and complete all the required documents, attachments, addenda and questions and answers?

☒ Confirmed

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

| Department                         | Number                | Journal Type                 | Sub Ledger                    | G/L Date                                                    | Description                                                 | Source          | Reference       | Reclassification | Journal Type |
|------------------------------------|-----------------------|------------------------------|-------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|-----------------|-----------------|------------------|--------------|
| 1720 - Office of Management Budget | 2025-00001669         | BA                           | GL                            | 03/07/2025                                                  | BOCC - Move From Special Expense to Gun Violence Prevention |                 |                 |                  |              |
| G/L Date                           | G/L Account Number    | Account Description          |                               | Description                                                 | Source                                                      | Increase Amount | Decrease Amount |                  |              |
| 03/07/2025                         | 001.04.0490.519.34.00 | Other Services               | Other Contractual             | BOCC - Move From Special Expense to Gun Violence Prevention |                                                             | .00             | 50,000.00       |                  |              |
| 03/07/2025                         | 001.29.2973.569.82.00 | Aid to Private Organizations | Aids To Private Organizations | BOCC - Move From Special Expense to Gun Violence Prevention |                                                             | 50,000.00       | .00             |                  |              |
| Number of Entries: 2               |                       |                              |                               |                                                             |                                                             | \$50,000.00     | \$50,000.00     |                  |              |



## Agenda Item Summary

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**File #: 25-00192**

**Agenda Date: 3/25/2025**

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**Agenda Item Name:**

**Request to Advertise Updates to Chapter 29 – Art in Public Places**

**Presenter:**

Gina Peebles – Assistant County Manager – Chief of Staff

**Description:**

**Request to Advertise Updates to Chapter 29 – Art in Public Places**

**Recommended Action:**

Authorize staff to advertise updates to Chapter 29 – Art in Public Places

**Prior Board Motions:**

N/A

**Fiscal Note:**

N/A

**Strategic Guide:**

All Other Mandatory and Discretionary Services

**Background:**

At the Feb. 3 Arts Council meeting, they voted unanimously to update the Code language to be consistent with our current Call to Artists process.

Our most recent Call to Artists have included the following language which differs from that included in the Alachua County Code: *The Evaluation Team will review the submittals and recommend the top 2-3 artists to the Board of County Commissioners to be invited to develop a conceptual sketch of the mural. The selected artists will each be paid \$150 for their sketch. Sketches will be due within 30 calendar days of notification. The sketches will then be presented to the Board of County Commissioners for final selection of the artist who will be commissioned to complete the mural. The Commission may also choose to reject all submissions and re-advertise the Call to Artists.*

Sec. 29.04. Reserved Sec. 29.05. Art Selection Procedure.

*The Alachua County Public Arts Program Citizens Advisory Committee ("the Committee") shall make a recommendation to the Board regarding each project. The Committee shall provide two alternatives to the recommendation. The Board may make the final selection from those options presented or any option upon its own motion. The County Manager or designee shall be responsible for implementation*

*of the Board's action.*

There was concern that a highly desired artist may apply for a Call to Artists, but because we don't have at least three submittals, the Call would be rejected. This more generic language allows flexibility for Arts Council recommendations moving forward. All Call to Artists that are currently in progress will be handled as originally advertised.



## FLORIDA DEPARTMENT *of* STATE

**RICK SCOTT**  
Governor

**KEN DETZNER**  
Secretary of State

February 20, 2018

Honorable J. K. "Buddy" Irby  
Clerk of the Circuit Court  
Alachua County  
201 East University Avenue  
Post Office Box 939  
Gainesville, Florida 32602

Attention: Mr. Steve Donahey

Dear Mr. Irby:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Alachua County Ordinance No. 18-07, which was filed in this office on February 20, 2018.

Sincerely,

Ernest L. Reddick  
Program Administrator

ELR/lb

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ALACHUA COUNTY  
BOARD OF COUNTY COMMISSIONERS

**ORDINANCE 18-07**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING CHAPTER 29 OF THE ALACHUA COUNTY CODE OF ORDINANCES; PROVIDING FOR A TITLE AND PURPOSE; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF A COUNTY ARTS PROGRAM CITIZEN ADVISORY COMMITTEE; PROVIDING FOR A SPECIAL REVENUE FUND; PROVIDING FOR AN ART SELECTION PROCEDURE; PROVIDING FOR OWNERSHIP AND MAINTENANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATION; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Alachua County, Florida (the Board) has determined that art shall be an integral part of Alachua County, and

WHEREAS, the Board designated Alachua County as the official Local Arts Agency of Alachua County on August 22, 2017; and

WHEREAS, it is the intent of the Board to provide for a reasonable and systematic program for acquisition, commission, installation and maintenance of art in public places;

WHEREAS, an Alachua County Public Arts Program is consistent with the goal of Florida's Comprehensive plan which states "Florida shall increase access to its historical and cultural resources and programs; and encourage the development of cultural programs of national excellence"; and



1 WHEREAS, the Board has determined that art, which may include architectural  
2 enhancement and special landscaping treatment, must be planned as an integral part of Alachua  
3 County; and

4 WHEREAS, the mission of the County public arts program is to enhance the quality of  
5 the visual environment in Alachua County, thereby adding to the quality of life and the level of  
6 citizen awareness of the importance of aesthetic experience in their everyday lives; and

7 WHEREAS, the Board has determined that the goals of this program are:

- 8 1. To increase public access to art and the aesthetically designed environments, and  
9 promote understanding and awareness of the visual arts in the public environment;
- 10 2. To contribute to the civic pride, tourism, and economic development of our community;
- 11 3. To enhance the climate for artistic creativity in our community;
- 12 4. To enrich the public environment for both residents and visitors to the area through  
13 incorporation of the visual arts; and
- 14 5. To enhance our community's recognition as a cultural center.

15 **NOW, THEREFORE, BE IT DULY ORDAINED BY THE BOARD OF COUNTY**  
16 **COMMISSIONERS OF ALACHUA COUNTY, AS FOLLOWS:**

17 **SECTION 1.** That Chapter 29, Art in Public Places is amended as follows:

18 **Sec. 29.01. Title; Purpose.** This chapter shall be known and cited as the "Alachua County  
19 Public Arts Ordinance." Art shall be provided for County projects as provided for herein.

20 **Sec. 29.02. Definitions.**

21 The following words, terms, and phrases, when used in this article, shall have the meanings

1 ascribed to them in this section, except where the context clearly indicates a different meaning:

- 2 1. *Architectural enhancement* means the highest application of skill and aesthetic principles  
3 to the physical embellishment of the public areas of a building which may include the  
4 placement of works of art, or specially designed plazas, atriums or other public spaces.
- 5 2. *Art* means the unique product of a skilled artist (or group of artists) who works according  
6 to aesthetic principles and includes, but is not limited to, architectural enhancements,  
7 special landscape treatments, paintings, sculpture, engravings, murals, mobiles,  
8 photographs, drawings and works in fabric. The following shall not be considered works  
9 of art: mechanical or other reproductions, commercially produced items, architectural  
10 rehabilitation or historic preservation.
- 11 3. *Buildings* means County owned permanent structures where County employees work on  
12 a regular basis or that the general public uses. Utility and public works operations  
13 centers, process plants, staging centers, warehouses, etc. that meet the above test are  
14 considered buildings. Additions, improvements or renewal of process equipment and  
15 associated infrastructure at an existing utility or public works site, such as tanks, piping,  
16 controls, boilers, etc. that do not add or expand routinely occupied structures, shall not  
17 be considered buildings or renovation for the purposes of this ordinance.
- 18 4. *Construction budget* means monies budgeted for pre-construction costs, such as planning  
19 and design, engineering, architectural, legal services and permits, as well as construction  
20 costs, to include but not be limited to, site preparation, construction supervision, HVAC,  
21 roofing and other structural or systems costs. Basic repairs or a new roof or HVAC



1 system alone would not be considered renovations and would not qualify under this  
2 ordinance unless there are land acquisition costs, equipment and furniture costs.

3 5. *Major renovation* is defined as projects exceeding \$100,000.00.

4 6. *Project* means the original construction or major renovation of a County building,  
5 facility, park or space.

6 7. *Special landscape treatment* means the highest application of skill and aesthetic  
7 principles to create unique planted or designed areas which may include earthworks,  
8 gardens, paving and water features not normally associated with public facility  
9 landscaping.

10 **Sec. 29.03. Citizen Advisory Committee.**

- 11 1. The County shall establish a Citizens Advisory Committee, via resolution, to serve as the  
12 designated advisory board for the Local Arts Agency and County Public Arts Program.  
13 2. The Citizens Advisory Committee resolution shall establish member qualifications and  
14 the responsibilities of the Committee.

15 **Sec. 29.04. Reserved Sec. 29.05. Art Selection Procedure.**

- 16 1. The Alachua County Public Arts Program Citizens Advisory Committee ("the  
17 Committee") shall make a recommendation to the Board regarding each project. The  
18 Committee shall provide two alternatives to the recommendation. The Board may make  
19 the final selection from those options presented or any option upon its own motion. The  
20 County Manager or designee shall be responsible for implementation of the Board's  
21 action.

1        2. The Committee shall consider functional and aesthetic factors, including but not limited  
2        to :

- 3            a. Location. Art may be located in areas where employees work or where the public  
4            congregates.
- 5            b. Preferences of the building's occupants, as represented by a subcommittee of not  
6            more than three persons appointed by the top administrator of the affected agency.
- 7            c. Permanence of the art in light of environmental site conditions.
- 8            d. Maintenance requirements
- 9            e. Likelihood that the artist can successfully complete the art with the available  
10           funding.
- 11           f. Variety of the art already acquired.
- 12           g. Cultural and ethnic diversity of the art already acquired.

13    **Sec. 29.06. Ownership and maintenance.** The County shall own the art acquired by the  
14    County under this chapter and all rights bargained for. The County Manager shall provide  
15    security and maintenance for the art. When appropriate, the County Manager shall request the  
16    artist provide a technical description of materials used in the art and maintenance instructions.

17        **SECTION 2. Severability.** It is the declared intent of the Board of County  
18    Commissioners that, if any section, subsection, sentence, clause, phrase, or provision of this  
19    ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity  
20    or unconstitutionality shall not be so construed as to render invalid or unconstitutional the  
21    remaining provisions of this ordinance.

1           **SECTION 3. Repealing Clause.** All ordinances or parts of ordinances in conflict  
2 herewith are, to the extent of such conflict, hereby repealed.

3  
4           **SECTION 4. Modification.** It is the intent of the Board of County Commissioners that  
5 the provisions of this ordinance may be modified as a result of considerations that may arise  
6 during public hearings. Such modifications shall be incorporated into the final version of the  
7 ordinance adopted by the Board and filed by the Clerk to the Board.

8  
9           **SECTION 5. Inclusion in the Code, Scrivener's Error.** It is the intention of the Board of  
10 County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions  
11 of this ordinance shall become and be made a part of the Code of Laws and Ordinances of  
12 Alachua County, Florida; that the sections of this ordinance may be renumbered or re-lettered to  
13 accomplish such intention; and that the word "ordinance" may be changed to "section," "article,"  
14 or other appropriate designation. The correction of typographical errors which do not affect the  
15 intent of the ordinance may be authorized by the County Manager or designee without public  
16 hearing, by filing a corrected or recodified copy of the same with the Clerk of the Circuit Court.

17  
18           **SECTION 6. Effective Date.** A certified copy of this ordinance shall be filed with the  
19 Department of State by the Clerk of the Board of County Commissioners within ten (10) days  
20 after enactment by the Board of County Commissioners, and shall take effect upon filing with  
21 the Department of State.



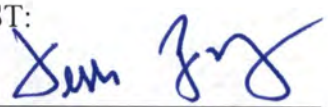
1 DULY ADOPTED in regular session, this 13<sup>th</sup> day of February, 2018 A.D.  
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4 BOARD OF COUNTY COMMISSIONERS OF  
5 ALACHUA COUNTY, FLORIDA  
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7  
8 By:  \_\_\_\_\_  
9

10 Lee Pinkoson, Chair  
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12  
13 ATTEST:  
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15   
16 Jesse K. Irby, II  
17 Clerk of Court

18 (SEAL)  
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APPROVED AS TO FORM

  
\_\_\_\_\_  
Alachua County Attorney

ALACHUA COUNTY  
BOARD OF COUNTY COMMISSIONERS

**ORDINANCE 25-**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING CHAPTER 29 OF THE ALACHUA COUNTY CODE OF ORDINANCES; PROVIDING FOR A TITLE AND PURPOSE; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF A COUNTY ARTS PROGRAM CITIZEN ADVISORY COMMITTEE; PROVIDING FOR A SPECIAL REVENUE FUND; PROVIDING FOR AN ART SELECTION PROCEDURE; PROVIDING FOR OWNERSHIP AND MAINTENANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATION; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Board of County Commissioners of Alachua County, Florida (the Board) has determined that art shall be an integral part of Alachua County, and

**WHEREAS**, the Board designated Alachua County as the official Local Arts Agency of Alachua County on August 22, 2017; and

**WHEREAS**, it is the intent of the Board to provide for a reasonable and systematic program for acquisition, commission, installation and maintenance of art in public places;

**WHEREAS**, an Alachua County Public Arts Program is consistent with the goal of Florida's Comprehensive plan which states "Florida shall increase access to its historical and cultural resources and programs; and encourage the development of cultural programs of national excellence"; and

**WHEREAS**, the Board has determined that art, which may include architectural enhancement and special landscaping treatment, must be planned as an integral part of Alachua County; and

**WHEREAS**, the mission of the County public arts program is to enhance the quality of the visual environment in Alachua County, thereby adding to the quality of life and the level of

citizen awareness of the importance of aesthetic experience in their everyday lives; and

**WHEREAS**, the Board has determined that the goals of this program are:

1. To increase public access to art and the aesthetically designed environments, and promote understanding and awareness of the visual arts in the public environment;
2. To contribute to the civic pride, tourism, and economic development of our community;
3. To enhance the climate for artistic creativity in our community;
4. To enrich the public environment for both residents and visitors to the area through incorporation of the visual arts; and
5. To enhance our community's recognition as a cultural center.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**

**COMMISSIONERS OF ALACHUA COUNTY:**

**SECTION 1.** That Chapter 29 of the Alachua County Code, Art in Public Places is amended as follows:

**Sec. 29.01. Title; Purpose.** This chapter shall be known and cited as the "Alachua County Public Arts Ordinance." Art shall be provided for County projects as provided for herein.

**Sec. 29.02. Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings

ascribed to them in this section, except where the context clearly indicates a different meaning:

1. *Architectural enhancement* means the highest application of skill and aesthetic principles to the physical embellishment of the public areas of a building which may include the placement of works of art, or specially designed plazas, atriums or other public spaces.
2. *Art* means the unique product of a skilled artist (or group of artists) who works



according

to aesthetic principles and includes, but is not limited to, architectural enhancements, special landscape treatments, paintings, sculpture, engravings, murals, mobiles, photographs, drawings and works *in fabric*. The following shall not be considered works of art: mechanical or other reproductions, commercially produced items, architectural rehabilitation or historic preservation.

3. *Buildings* means County owned permanent structures where County employees work on

a regular basis or that the general public uses. Utility and public works operations centers, process plants, staging centers, warehouses, etc. that meet the above test are considered buildings. Additions, improvements or renewal of process equipment and associated infrastructure at an existing utility or public works site, such as tanks, piping, controls, boilers, etc. that do not add or expand routinely occupied structures, shall not be considered buildings or renovation for the purposes of this ordinance.

4. *Construction budget* means monies budgeted for pre-construction costs, such as planning

and design, engineering, architectural, legal services and permits, as well as construction costs, to include but not be limited to, site preparation, construction supervision, HVAC, roofing and other structural or systems costs. Basic repairs or a new roof or HVAC system alone would not be considered renovations and would not qualify under this ordinance unless there are land acquisition costs, equipment and furniture costs.

5. *Major renovation* is defined as projects exceeding \$100,000.00.

6. *Project* means the original construction or major renovation of a County building,

Page 3

facility, park or space.

7. *Special landscape treatment* means the highest application of skill and aesthetic principles to create unique planted or designed areas which may include earthworks, gardens, paving and water features not normally associated with public facility landscaping.

**Sec. 29.03. Citizen Advisory Committee.**

1. The County shall establish a Citizens Advisory Committee, via resolution, to serve as the designated advisory board for the Local Arts Agency and County Public Arts Program.
2. The Citizens Advisory Committee resolution shall establish member qualifications and the responsibilities of the Committee.

**Sec. 29.04. Reserved Sec. 29.05. Art Selection Procedure.**

1. Each time the County desires Art in a Public Place, County staff shall publish a Call To Artists to solicit proposals to furnish the Art. The Arts Council of Alachua County ("the Committee") shall review all proposals timely received at a duly noticed public meeting of the Committee and shall select up to three proposals for further consideration using the evaluation criteria set forth in Section 2, below. County staff shall request that each of the selected artists submit a detailed sketch of the proposed Art for consideration and final selection by the Board, and County staff may pay each selected artist a stipend of up to \$500 to prepare and furnish the detailed sketch. The Board may, in its sole discretion, reject all proposals or it may make the final selection from those options presented or any option upon its own motion. The County Manager or designee shall be responsible for implementation of the Board's action.
2. The Committee shall consider functional and aesthetic factors, including but not limited to:

- a. Location. Art may be located in areas where employees work or where the public congregates.
- b. Preferences of the building's occupants, as represented by a subcommittee of not more than three persons appointed by the top administrator of the affected agency.
- c. Permanence of the Art in light of environmental site conditions.
- d. Maintenance requirements
- e. Likelihood that the artist can successfully complete the Art with the available funding.
- f. Variety of the Art already acquired.
- g. Cultural and ethnic diversity of the Art already acquired.

**Sec. 29.06. Ownership and maintenance.** Each Artist must represent and warrant to the County that he/she: (i) is the sole creator of the Art; (ii) is the owner of the Art and all of the rights under copyright in the Art; and (iii) has full authority to propose and sell the Art and all rights in the Art to the County. Each Artist must further represent and warrant to the County that nothing in the Art defames any person or entity, infringes any copyright, or otherwise violates the rights of any third party. All proposals submitted to the County, including but not limited to any sketches and the Art ultimately selected by the Board shall become the sole and exclusive property of the County. The Artist selected by the Board shall grant to the County: (i) the right to display the Art; and (ii) the irrevocable right to use images of the Art in materials about or relating the Art and/or County buildings, and to allow others to do so, in all media now known or later developed and including, but not limited to, television, the Internet and the World Wide Web. The Artist selected by the Board shall also grant the County the irrevocable right to use the Artist's name, photograph, likeness, and biography in connection with the County's exercise of the rights granted in this Agreement. The County Manager shall provide security and maintenance for the art. When appropriate, the County Manager shall request the artist provide a technical description of materials used in the art and maintenance instructions.

**SECTION 2. Severability.** It is the declared intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

**SECTION 3. Repealing Clause.** All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

**SECTION 4. Modification.** It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

**SECTION 5. Inclusion in the Code, Scrivener's Error.** It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Laws and Ordinances of Alachua County, Florida; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the County Manager or designee without public hearing, by filing a corrected or recodified copy of the same with the Clerk of the Circuit Court.

**SECTION 6. Effective Date.** A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners, and shall take effect upon filing with

DULY ADOPTED in regular session, this \_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS OF  
ALACHUA COUNTY, FLORIDA

---

Charles S. “Chuck” Chestnut, Chair

---

Jesse K. “Jess” Irby  
Clerk of Court

APPROVED AS TO FORM

---

County Attorney’s Office

ALACHUA COUNTY  
BOARD OF COUNTY COMMISSIONERS

**ORDINANCE 25-**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING CHAPTER 29 OF THE ALACHUA COUNTY CODE OF ORDINANCES; PROVIDING FOR A TITLE AND PURPOSE; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF A COUNTY ARTS PROGRAM CITIZEN ADVISORY COMMITTEE; PROVIDING FOR A SPECIAL REVENUE FUND; PROVIDING FOR AN ART SELECTION PROCEDURE; PROVIDING FOR OWNERSHIP AND MAINTENANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATION; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**

**COMMISSIONERS OF ALACHUA COUNTY:**

**SECTION 1.** That Chapter 29 of the Alachua County Code, Art in Public Places is amended as follows:

**Sec. 29.01. Title; Purpose.** This chapter shall be known and cited as the "Alachua County Public Arts Ordinance." Art shall be provided for County projects as provided for herein.

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to aesthetic principles and includes, but is not limited to, architectural enhancements, special landscape treatments, paintings, sculpture, engravings, murals, mobiles, photographs, drawings and works *in fabric*. The following shall not be considered works of art: mechanical or other reproductions, commercially produced items, architectural rehabilitation or historic preservation.

3. *Buildings* means County owned permanent structures where County employees work on a regular basis or that the general public uses. Utility and public works operations centers, process plants, staging centers, warehouses, etc. that meet the above test are considered buildings. Additions, improvements or renewal of process equipment and associated infrastructure at an existing utility or public works site, such as tanks, piping, controls, boilers, etc. that do not add or expand routinely occupied structures, shall not be considered buildings or renovation for the purposes of this ordinance.
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5. *Major renovation* is defined as projects exceeding \$100,000.00.
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2. The Committee shall consider functional and aesthetic factors, including but not limited to:

- a. Location. Art may be located in areas where employees work or where the public congregates.
- b. Preferences of the building's occupants, as represented by a subcommittee of not more than three persons appointed by the top administrator of the affected agency.
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County under this chapter and all rights bargained for. The Artist selected by the Board shall grant to the County: (i) the right to display the Art; and (ii) the irrevocable right to use images of the Art in materials about or relating the Art and/or County buildings, and to allow others to do so, in all media now known or later developed and including, but not limited to, television, the Internet and the World Wide Web. The Artist selected by the Board shall also grant the County the irrevocable right to use the Artist's name, photograph, likeness, and biography in connection with the County's exercise of the rights granted in this Agreement. The County Manager shall provide security and maintenance for the art. When appropriate, the County Manager shall request the artist provide a technical description of materials used in the art and maintenance instructions.

**SECTION 2. Severability.** It is the declared intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

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**SECTION 3. Repealing Clause.** All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

**SECTION 4. Modification.** It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

**SECTION 5. Inclusion in the Code, Scrivener's Error.** It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Laws and Ordinances of Alachua County, Florida; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the County Manager or designee without public hearing, by filing a corrected or recodified copy of the same with the Clerk of the Circuit Court.

**SECTION 6. Effective Date.** A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners, and shall take effect upon filing with the Department of State.

DULY ADOPTED in regular session, this \_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS OF  
ALACHUA COUNTY, FLORIDA

\_\_\_\_\_  
Charles S. “Chuck” Chestnut, Chair

\_\_\_\_\_  
Jesse K. “Jess” Irby  
Clerk of Court

APPROVED AS TO FORM

\_\_\_\_\_  
County Attorney’s Office



# Business Impact Estimate

## Proposed Ordinance Title:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING CHAPTER 29 OF THE ALACHUA COUNTY CODE OF ORDINANCES; PROVIDING FOR A TITLE AND PURPOSE; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF A COUNTY ARTS PROGRAM CITIZEN ADVISORY COMMITTEE; PROVIDING FOR A SPECIAL REVENUE FUND; PROVIDING FOR AN ART SELECTION PROCEDURE; PROVIDING FOR OWNERSHIP AND MAINTENANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATION; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 125.66(3), Florida Statutes. If one or more boxes are checked below, this means Alachua County is of the opinion that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance and no additional information is provided on the following pages. This Business Impact Estimate may be revised following its initial posting.

Choose applicable exemption box(s) if the proposed ordinance:

- ☐ is required for compliance with Federal or State law or regulation.
- ☐ relates to the issuance or refinancing of debt.
- ☐ relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government.
- ☐ is an emergency ordinance.
- ☒ relates to procurement.
- ☐ is enacted to implement any of the following:
  - a. Development orders and development permits as authorized by the Florida Local Government Development Agreement Act in ss. 163.3220 - 163.3243.
  - b. Comprehensive Plan Amendments or land development regulation amendments initiated by an application by a private party other than the County.
  - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - d. Section 553.73, Florida Statutes, relating to the Florida Building Code;
  - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

<sup>1</sup> See Section 125.66(3)(c), Florida Statutes.

1. Provide a summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The Alachua County art in public places program was established to provide public art in newly renovated/constructed County buildings/facilities. It's mission is to enhance the quality of the visual environment in Alachua County, thereby adding to the quality of life and the level of citizen awareness of the importance of aesthetic experience in their everyday lives

2. Provide an estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in Alachua County, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the County's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

1%, not to exceed \$100,000 is earmarked from the renovation/construction budget for the commission of public art.

- a. There is no direct compliance cost
- b. There are no charges or fees imposed by this ordinance
- c. There are no regulatory costs/estimated revenues.

3. Provide a good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Any additional information the governing body deems useful:

N/A





## Agenda Item Summary

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**File #: 25-00191**

**Agenda Date: 3/25/2025**

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**Agenda Item Name:**

**FY22 and FY23 Assistance to Firefighters Grant (AFG) Award Interfund Loan Requests**

**Presenter:**

Harold Theus, Fire Chief 352-384-3101

**Description:**

Interfund loans are necessary for cash flow purposes for the FY22 and FY23 AFG Awards in Funds 080 and 081, respectively.

**Recommended Action:**

Authorize an interfund loan up to \$570,955 for the FY22 AFG in Fund 080 and an interfund loan up to \$661,705 for the FY23 AFG in Fund 081.

**Prior Board Motions:**

On August 13, 2024, the Board accepted the FY23 AFG award of \$661,704.54 toward the replacement of the Self-Contained Breathing Apparatus system (Item #24-707).

On July 11, 2023, the Board accepted the FY22 AFG award of \$570,954.54 toward the purchase and installation of the vehicle exhaust systems inside 12 of our existing fire rescue stations (Item #23-321).

**Fiscal Note:**

The FY22 AFG Award is a reimbursable grant in the amount of \$570,954.54 accounted for in Fund 080. It required a 10% match that has already been transferred to the fund. For cash flow purposes, Fund 080 will need a loan up to \$570,955 to facilitate paying invoices.

The FY23 AFG Award is a reimbursable grant in the amount of \$661,704.54 accounted for in Fund 081. It required a 10% match as well and the match has been transferred to the fund. For cash flow purposes, Fund 081 will need a loan up to \$661,705 to facilitate paying invoices.

**Strategic Guide:**

Public Safety

**Background:**

The Department of Fire Rescue requested Federal assistance through the FY22 AFG Program to install vehicle exhaust extraction systems inside 12 of our existing fire rescue stations that are currently not equipped with these systems. The grant request was awarded with a Federal Share of \$570,955 and requires a 10% local match of \$57,096 for a total of \$628,051.00.

The Department also requested Federal assistance through FY23 AFG for the replacement of the Self-Contained Breathing Apparatus system (SCBA). The grant request was partially awarded with Federal Share of \$661,705 and requires a 10% local match of \$66,171 for a total of \$727.876.

Both grants are reimbursable after the purchases are complete. Because of this, they will require an interfund loan for cashflow purposes in amounts not to exceed the grant awards.

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 07/11/2024



Cheryl Ellis  
COUNTY OF ALACHUA  
12 SE 1ST STREET  
GAINESVILLE, FL 32601

EMW-2023-FG-08379

Dear Cheryl Ellis,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$661,704.54 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$66,170.46 for a total approved budget of \$727,875.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS  
Assistant Administrator, Grant Programs

# Summary Award Memo

**Program:** Fiscal Year 2023 Assistance to Firefighters Grant

**Recipient:** COUNTY OF ALACHUA

**UEI-EFT:** H6MEAENCCBM1

**DUNS number:** 010508711

**Award number:** EMW-2023-FG-08379

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

| Object Class     | Total        |
|------------------|--------------|
| Personnel        | \$0.00       |
| Fringe benefits  | \$0.00       |
| Travel           | \$0.00       |
| Equipment        | \$727,875.00 |
| Supplies         | \$0.00       |
| Contractual      | \$0.00       |
| Construction     | \$0.00       |
| Other            | \$0.00       |
| Indirect charges | \$0.00       |
| Federal          | \$661,704.54 |
| Non-federal      | \$66,170.46  |
| Total            | \$727,875.00 |
| Program Income   | \$0.00       |

### Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

**Approved request details:**

### Personal Protective Equipment (PPE)

**SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders**

## DESCRIPTION

SCBA units to replace BROKEN/DAMAGED/INOPERABLE units to meet current NFPA 1981 standards

|        | QUANTITY | UNIT PRICE | TOTAL       | BUDGET CLASS |
|--------|----------|------------|-------------|--------------|
| Cost 1 | 11       | \$8,000.00 | \$88,000.00 | Equipment    |

**Face Pieces (not associated with SCBA requests)**

## DESCRIPTION

Face pieces to provide each firefighter with a fit-tested and properly sized mask (OSHA)

|        | QUANTITY | UNIT PRICE | TOTAL       | BUDGET CLASS |
|--------|----------|------------|-------------|--------------|
| Cost 1 | 215      | \$325.00   | \$69,875.00 | Equipment    |

**SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders**

## DESCRIPTION

SCBA units to replace obsolete models (two standards out of compliance) to meet current NFPA 1981 standards

|        | QUANTITY | UNIT PRICE | TOTAL        | BUDGET CLASS |
|--------|----------|------------|--------------|--------------|
| Cost 1 | 63       | \$8,000.00 | \$504,000.00 | Equipment    |

## Additional funding

### DESCRIPTION

RIT Packs to equip each Engine/Truck Company and Heavy Rescue Squad

|        | QUANTITY | UNIT PRICE | TOTAL       | BUDGET CLASS |
|--------|----------|------------|-------------|--------------|
| Cost 1 | 11       | \$6,000.00 | \$66,000.00 | Equipment    |

### CHANGE FROM APPLICATION

**Unit price** from **\$6,500.00** to **\$6,000.00**

### JUSTIFICATION

The award reflects a reduction from the amount requested in the application. Cost requested for the RIT Packs exceeds the average price range calculated from market research and prior awards for the same item.

## Agreement Articles

**Program:** Fiscal Year 2023 Assistance to Firefighters Grant

**Recipient:** COUNTY OF ALACHUA

**UEI-EFT:** H6MEAENCCBM1

**DUNS number:** 010508711

**Award number:** EMW-2023-FG-08379

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

**Article 2****General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Article 3</b> | <b>Acknowledgement of Federal Funding from DHS</b><br>Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Article 4</b> | <b>Activities Conducted Abroad</b><br>Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Article 5</b> | <b>Age Discrimination Act of 1975</b><br>Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Article 6</b> | <b>Americans with Disabilities Act of 1990</b><br>Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.                                                                                                                                                                                                                                                         |
| <b>Article 7</b> | <b>Best Practices for Collection and Use of Personally Identifiable Information</b><br>Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.                             |
| <b>Article 8</b> | <b>Civil Rights Act of 1964 – Title VI</b><br>Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7. |

**Article 9****Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article 10****Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

**Article 11****Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 12****Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**Article 13****Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| <b>Article 14</b> | <b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b><br>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19. |
| <b>Article 15</b> | <b>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety</b><br>Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.                                                                                                                                                                                                                                                                |
| <b>Article 16</b> | <b>Energy Policy and Conservation Act</b><br>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Article 17</b> | <b>False Claims Act and Program Fraud Civil Remedies</b><br>Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Article 18</b> | <b>Federal Debt Status</b><br>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Article 19</b> | <b>Federal Leadership on Reducing Text Messaging while Driving</b><br>Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.                                                                                                                                                                                                                                                                                  |

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| <b>Article 20</b> | <p><b>Fly America Act of 1974</b></p> <p>Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: <a href="https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list">Certificated Air Carriers List   US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list</a>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>                                                                                                              |
| <b>Article 21</b> | <p><b>Hotel and Motel Fire Safety Act of 1990</b></p> <p>Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Article 22</b> | <p><b>John S. McCain National Defense Authorization Act of Fiscal Year 2019</b></p> <p>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.</p>                                                                                                                                                                                                                       |
| <b>Article 23</b> | <p><b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b></p> <p>Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a>.</p> |



**Article 24****Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

**Article 25****National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article 26****Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article 27****Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.



|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Article 28</b> | <p><b>Notice of Funding Opportunity Requirements</b></p> <p>All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.</p> |
| <b>Article 29</b> | <p><b>Patents and Intellectual Property Rights</b></p> <p>Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.</p>                                                                                                                                  |
| <b>Article 30</b> | <p><b>Procurement of Recovered Materials</b></p> <p>States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>         |
| <b>Article 31</b> | <p><b>Rehabilitation Act of 1973</b></p> <p>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>                                                                                                                           |
| <b>Article 32</b> | <p><b>Reporting of Matters Related to Recipient Integrity and Performance</b></p> <p>If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.</p>                                         |

**Article 33****Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

**Article 34      Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Article 35</b> | <b>SAFECOM</b><br>Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment   CISA. |
| <b>Article 36</b> | <b>Terrorist Financing</b><br>Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.                                                                                                                      |
| <b>Article 37</b> | <b>Trafficking Victims Protection Act of 2000 (TVPA)</b><br>Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.                                           |
| <b>Article 38</b> | <b>Universal Identifier and System of Award Management</b><br>Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.                                                                                 |
| <b>Article 39</b> | <b>USA PATRIOT Act of 2001</b><br>Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.                                                                                                                                                                 |
| <b>Article 40</b> | <b>Use of DHS Seal, Logo and Flags</b><br>Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.                                                                                    |
| <b>Article 41</b> | <b>Whistleblower Protection Act</b><br>Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.                                                                                                                                                                                                                                                                                   |

**Article 42****Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 43****Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 44****Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Article 45</b> | <p><b>Disposition of Equipment Acquired Under the Federal Award</b></p> <p>For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Article 46</b> | <p><b>Prior Approval for Modification of Approved Budget</b></p> <p>Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.</p> |
| <b>Article 47</b> | <p><b>Indirect Cost Rate</b></p> <p>2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Article 48</b> | <p><b>Award Performance Goals</b></p> <p>FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

## Obligating document

|                                                                                                                                                                                                                                     |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                         |                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------|
| <b>1. Agreement No.</b><br>EMW-2023-FG-08379                                                                                                                                                                                        | <b>2. Amendment No.</b><br>N/A                      | <b>3. Recipient No.</b><br>596000501                                                                                                         | <b>4. Type of Action</b><br>AWARD                                                       | <b>5. Control No.</b><br>WX03513N2024T                                                                                          |                                         |                                          |
| <b>6. Recipient Name and Address</b><br>COUNTY OF ALACHUA<br>12 SE 1ST ST STE 109<br>GAINESVILLE, FL 32601                                                                                                                          |                                                     | <b>7. Issuing FEMA Office and Address</b><br>Grant Programs Directorate<br>500 C Street, S.W.<br>Washington DC, 20528-7000<br>1-866-927-5646 |                                                                                         | <b>8. Payment Office and Address</b><br>FEMA, Financial Services Branch<br>500 C Street, S.W., Room 723<br>Washington DC, 20742 |                                         |                                          |
| <b>9. Name of Recipient Project Officer</b><br>Cheryl Ellis                                                                                                                                                                         |                                                     | <b>9a. Phone No.</b><br>3523843122                                                                                                           | <b>10. Name of FEMA Project Coordinator</b><br>Assistance to Firefighters Grant Program |                                                                                                                                 | <b>10a. Phone No.</b><br>1-866-274-0960 |                                          |
| <b>11. Effective Date of This Action</b><br><br>07/11/2024                                                                                                                                                                          | <b>12. Method of Payment</b><br><br>OTHER - FEMA GO | <b>13. Assistance Arrangement</b><br><br>COST SHARING                                                                                        |                                                                                         | <b>14. Performance Period</b><br>07/18/2024 to 07/17/2026<br><b>Budget Period</b><br>07/18/2024 to 07/17/2026                   |                                         |                                          |
| <b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>                                                                                                                                         |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                         |                                          |
| <b>Program Name Abbreviation</b>                                                                                                                                                                                                    | <b>Assistance Listings No.</b>                      | <b>Accounting Data(ACCS Code)</b>                                                                                                            | <b>Prior Total Award</b>                                                                | <b>Amount Awarded This Action + or (-)</b>                                                                                      | <b>Current Total Award</b>              | <b>Cumulative Non-Federal Commitment</b> |
| FG                                                                                                                                                                                                                                  | 97.044                                              | 2024-F3-GB01 - P410-xxxx-4101-D                                                                                                              | \$0.00                                                                                  | \$661,704.54                                                                                                                    | \$661,704.54                            | \$66,170.46                              |
| Totals                                                                                                                                                                                                                              |                                                     |                                                                                                                                              | \$0.00                                                                                  | \$661,704.54                                                                                                                    | \$661,704.54                            | \$66,170.46                              |
| <b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b><br>N/A                                                                                                                  |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                         |                                          |
| <b><del>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</del></b><br>This field is not applicable for digitally signed grant agreements |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                         |                                          |

|                                                                 |                   |
|-----------------------------------------------------------------|-------------------|
| <b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>        | <b>DATE</b>       |
| <b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>             | <b>DATE</b>       |
| <b>PAMELA WILLIAMS, Assistant Administrator, Grant Programs</b> | <b>07/11/2024</b> |



# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 06/20/2023



Cheryl Ellis  
COUNTY OF ALACHUA  
12 SE 1ST STREET  
GAINESVILLE, FL 32601

EMW-2022-FG-07900

Dear Cheryl Ellis,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$570,954.54 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$57,095.46 for a total approved budget of \$628,050.00. Please see the FY 2022 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Williams", is written over a horizontal line.

PAMELA WILLIAMS  
Assistant Administrator, Grant Programs

# Summary Award Memo

**Program:** Fiscal Year 2022 Assistance to Firefighters Grant

**Recipient:** COUNTY OF ALACHUA

**UEI-EFT:** H6MEAENCCBM1

**DUNS number:** 010508711

**Award number:** EMW-2022-FG-07900

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

| Object Class     | Total        |
|------------------|--------------|
| Personnel        | \$0.00       |
| Fringe benefits  | \$0.00       |
| Travel           | \$0.00       |
| Equipment        | \$628,050.00 |
| Supplies         | \$0.00       |
| Contractual      | \$0.00       |
| Construction     | \$0.00       |
| Other            | \$0.00       |
| Indirect charges | \$0.00       |
| Federal          | \$570,954.54 |
| Non-federal      | \$57,095.46  |
| Total            | \$628,050.00 |
| Program Income   | \$0.00       |

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 AFG NOFO.

### Approved request details:

## Modify facilities

**Source Capture Exhaust System(s)**

## DESCRIPTION

Source-capture diesel exhaust removal system to eliminate cancer exposures (NFPA 1500)

| QUANTITY | UNIT PRICE  | TOTAL       |
|----------|-------------|-------------|
| 1        | \$69,500.00 | \$69,500.00 |

## BUDGET CLASS

Equipment

**Source Capture Exhaust System(s)**

## DESCRIPTION

Source-capture diesel exhaust removal system to eliminate cancer exposures (NFPA 1500)

| QUANTITY | UNIT PRICE  | TOTAL       |
|----------|-------------|-------------|
| 1        | \$37,500.00 | \$37,500.00 |

## BUDGET CLASS

Equipment

| Source Capture Exhaust System(s)                                                                                                                                                                        |             |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| DESCRIPTION<br>Source-capture diesel exhaust removal system to eliminate cancer exposures (NFPA 1500)                                                                                                   |             |             |
| QUANTITY                                                                                                                                                                                                | UNIT PRICE  | TOTAL       |
| 1                                                                                                                                                                                                       | \$68,000.00 | \$68,000.00 |
| BUDGET CLASS<br>Equipment                                                                                                                                                                               |             |             |
| CHANGE FROM APPLICATION<br><b>Unit price</b> from <b>\$69,500.00</b> to <b>\$68,000.00</b>                                                                                                              |             |             |
| JUSTIFICATION<br>This reduction is because the cost you requested for Source Capture Exhaust System exceeds the average price range calculated from market research and prior awards for the same item. |             |             |

| Source Capture Exhaust System(s)                                                                      |             |             |
|-------------------------------------------------------------------------------------------------------|-------------|-------------|
| DESCRIPTION<br>Source-capture diesel exhaust removal system to eliminate cancer exposures (NFPA 1500) |             |             |
| QUANTITY                                                                                              | UNIT PRICE  | TOTAL       |
| 1                                                                                                     | \$55,750.00 | \$55,750.00 |
| BUDGET CLASS<br>Equipment                                                                             |             |             |
| CHANGE FROM APPLICATION                                                                               |             |             |
| JUSTIFICATION                                                                                         |             |             |

### Source Capture Exhaust System(s)

#### DESCRIPTION

Source-capture diesel exhaust removal system to eliminate cancer exposures (NFPA 1500)

| QUANTITY | UNIT PRICE  | TOTAL       |
|----------|-------------|-------------|
| 1        | \$53,000.00 | \$53,000.00 |

#### BUDGET CLASS

Equipment

### Source Capture Exhaust System(s)

#### DESCRIPTION

Source-capture diesel exhaust removal system to eliminate cancer exposures (NFPA 1500)

| QUANTITY | UNIT PRICE  | TOTAL       |
|----------|-------------|-------------|
| 1        | \$52,500.00 | \$52,500.00 |

#### BUDGET CLASS

Equipment

### Source Capture Exhaust System(s)

#### DESCRIPTION

Source-capture diesel exhaust removal system to eliminate cancer exposures (NFPA 1500)

| QUANTITY | UNIT PRICE  | TOTAL       |
|----------|-------------|-------------|
| 1        | \$37,500.00 | \$37,500.00 |

#### BUDGET CLASS

Equipment

| Source Capture Exhaust System(s)                                                                      |             |             |
|-------------------------------------------------------------------------------------------------------|-------------|-------------|
| DESCRIPTION<br>Source-capture diesel exhaust removal system to eliminate cancer exposures (NFPA 1500) |             |             |
| QUANTITY                                                                                              | UNIT PRICE  | TOTAL       |
| 1                                                                                                     | \$53,000.00 | \$53,000.00 |
| BUDGET CLASS<br>Equipment                                                                             |             |             |

| Source Capture Exhaust System(s)                                                                                                                                                                        |             |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| DESCRIPTION<br>Source-capture diesel exhaust removal system to eliminate cancer exposures (NFPA 1500)                                                                                                   |             |             |
| QUANTITY                                                                                                                                                                                                | UNIT PRICE  | TOTAL       |
| 1                                                                                                                                                                                                       | \$68,000.00 | \$68,000.00 |
| BUDGET CLASS<br>Equipment                                                                                                                                                                               |             |             |
| CHANGE FROM APPLICATION<br><b>Unit price</b> from <b>\$69,500.00</b> to <b>\$68,000.00</b>                                                                                                              |             |             |
| JUSTIFICATION<br>This reduction is because the cost you requested for Source Capture Exhaust System exceeds the average price range calculated from market research and prior awards for the same item. |             |             |

### Source Capture Exhaust System(s)

#### DESCRIPTION

Source-capture diesel exhaust removal system to eliminate cancer exposures (NFPA 1500)

| QUANTITY | UNIT PRICE  | TOTAL       |
|----------|-------------|-------------|
| 1        | \$27,800.00 | \$27,800.00 |

#### BUDGET CLASS

Equipment

### Source Capture Exhaust System(s)

#### DESCRIPTION

Source-capture diesel exhaust removal system to eliminate cancer exposures (NFPA 1500)

| QUANTITY | UNIT PRICE  | TOTAL       |
|----------|-------------|-------------|
| 1        | \$37,500.00 | \$37,500.00 |

#### BUDGET CLASS

Equipment



| Source Capture Exhaust System(s)                                                                                                                                                       |             |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| DESCRIPTION                                                                                                                                                                            |             |             |
| Source-capture diesel exhaust removal system to eliminate cancer exposures (NFPA 1500)                                                                                                 |             |             |
| QUANTITY                                                                                                                                                                               | UNIT PRICE  | TOTAL       |
| 1                                                                                                                                                                                      | \$68,000.00 | \$68,000.00 |
| BUDGET CLASS                                                                                                                                                                           |             |             |
| Equipment                                                                                                                                                                              |             |             |
| CHANGE FROM APPLICATION                                                                                                                                                                |             |             |
| <b>Unit price</b> from <b>\$69,000.00</b> to <b>\$68,000.00</b>                                                                                                                        |             |             |
| JUSTIFICATION                                                                                                                                                                          |             |             |
| This reduction is because the cost you requested for Source Capture Exhaust System exceeds the average price range calculated from market research and prior awards for the same item. |             |             |

## Agreement Articles

**Program:** Fiscal Year 2022 Assistance to Firefighters Grant

**Recipient:** COUNTY OF ALACHUA

**UEI-EFT:** H6MEAENCCBM1

**DUNS number:** 010508711

**Award number:** EMW-2022-FG-07900

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article 2****General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article 3****Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article 4****Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

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| <b>Article 5</b> | <p><b>Age Discrimination Act of 1975</b></p> <p>Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Article 6</b> | <p><b>Americans with Disabilities Act of 1990</b></p> <p>Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Article 7</b> | <p><b>Best Practices for Collection and Use of Personally Identifiable Information</b></p> <p>Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>                                                                                                                                                                                                                                                                                                                                      |
| <b>Article 8</b> | <p><b>Civil Rights Act of 1964 – Title VI</b></p> <p>Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Article 9</b> | <p><b>Civil Rights Act of 1968</b></p> <p>Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p> |

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| <b>Article 10</b> | <b>Copyright</b><br>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Article 11</b> | <b>Debarment and Suspension</b><br>Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Article 12</b> | <b>Drug-Free Workplace Regulations</b><br>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Article 13</b> | <b>Duplication of Benefits</b><br>Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. |
| <b>Article 14</b> | <b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b><br>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.                                                                                                                                                                                                                                                                                          |



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| <b>Article 15</b> | <b>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety</b><br>Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.                                                                         |
| <b>Article 16</b> | <b>Energy Policy and Conservation Act</b><br>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.                                                                                                                                                                                           |
| <b>Article 17</b> | <b>False Claims Act and Program Fraud Civil Remedies</b><br>Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)                                                                                                                                                                               |
| <b>Article 18</b> | <b>Federal Debt Status</b><br>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)                                                                                                                                                                                                                                                                                    |
| <b>Article 19</b> | <b>Federal Leadership on Reducing Text Messaging while Driving</b><br>Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.                                                                                                                                                                     |
| <b>Article 20</b> | <b>Fly America Act of 1974</b><br>Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. |

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| <b>Article 21</b> | <b>Hotel and Motel Fire Safety Act of 1990</b><br>Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Article 22</b> | <b>John S. McCain National Defense Authorization Act of Fiscal Year 2019</b><br>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons                                                                                                                                                                                               |
| <b>Article 23</b> | <b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b><br>Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a> . |
| <b>Article 24</b> | <b>Lobbying Prohibitions</b><br>Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Article 25</b> | <b>National Environmental Policy Act</b><br>Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans                                                                                                                                                                                                                                     |

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| <b>Article 26</b> | <b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b><br>It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs. |
| <b>Article 27</b> | <b>Non-Supplanting Requirement</b><br>Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.                                                                                                                                                                                                                                                                                                                  |
| <b>Article 28</b> | <b>Notice of Funding Opportunity Requirements</b><br>All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.                                                                                                                                                                                                                                                      |
| <b>Article 29</b> | <b>Patents and Intellectual Property Rights</b><br>Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.                                                                                                                                                 |
| <b>Article 30</b> | <b>Procurement of Recovered Materials</b><br>States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.                  |
| <b>Article 31</b> | <b>Rehabilitation Act of 1973</b><br>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.                                                                                                    |

**Article 32      Reporting of Matters Related to Recipient Integrity and Performance**  
General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 33      Reporting Subawards and Executive Compensation**  
Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 34      Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**  
Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the

application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

**Article 35      SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article 36      Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**Article 37      Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

**Article 38      Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier  
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

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| <b>Article 39</b> | <b>USA PATRIOT Act of 2001</b><br>Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Article 40</b> | <b>Use of DHS Seal, Logo and Flags</b><br>Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Article 41</b> | <b>Whistleblower Protection Act</b><br>Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Article 42</b> | <b>Environmental Planning and Historic Preservation (EHP) Review</b><br>DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. |

**Article 43****Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 44****Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

**Article 45****Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.



**Article 46****Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 47****Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Article 48****Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.



**Article 49      EHP Compliance Review Required**

Under the Modification to a Facility, Equipment, or a component in the Wellness and Fitness Activity, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY22 Assistance to Firefighters Grant funds in support of the Modification to Facility, Equipment or a component in the Wellness and Fitness Activity that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY22 Assistance to Firefighters Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY22 Assistance to Firefighters Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

## Obligating document

|                                                                                                                                                                                                                         |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                         |                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------|
| <b>1. Agreement No.</b><br>EMW-2022-FG-07900                                                                                                                                                                            | <b>2. Amendment No.</b><br>N/A                      | <b>3. Recipient No.</b><br>596000501                                                                                                         | <b>4. Type of Action</b><br>AWARD                                                       | <b>5. Control No.</b><br>WX01191N2023T                                                                                          |                                         |                                          |
| <b>6. Recipient Name and Address</b><br>COUNTY OF ALACHUA<br>12 SE 1ST ST<br>GAINESVILLE, FL 32601                                                                                                                      |                                                     | <b>7. Issuing FEMA Office and Address</b><br>Grant Programs Directorate<br>500 C Street, S.W.<br>Washington DC, 20528-7000<br>1-866-927-5646 |                                                                                         | <b>8. Payment Office and Address</b><br>FEMA, Financial Services Branch<br>500 C Street, S.W., Room 723<br>Washington DC, 20742 |                                         |                                          |
| <b>9. Name of Recipient Project Officer</b><br>Cheryl Ellis                                                                                                                                                             |                                                     | <b>9a. Phone No.</b><br>3523843122                                                                                                           | <b>10. Name of FEMA Project Coordinator</b><br>Assistance to Firefighters Grant Program |                                                                                                                                 | <b>10a. Phone No.</b><br>1-866-274-0960 |                                          |
| <b>11. Effective Date of This Action</b><br><br>06/20/2023                                                                                                                                                              | <b>12. Method of Payment</b><br><br>OTHER - FEMA GO | <b>13. Assistance Arrangement</b><br><br>COST SHARING                                                                                        |                                                                                         | <b>14. Performance Period</b><br>06/27/2023 to 06/26/2025<br><b>Budget Period</b><br>06/27/2023 to 06/26/2025                   |                                         |                                          |
| <b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>                                                                                                                             |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                         |                                          |
| <b>Program Name Abbreviation</b>                                                                                                                                                                                        | <b>Assistance Listings No.</b>                      | <b>Accounting Data(ACCS Code)</b>                                                                                                            | <b>Prior Total Award</b>                                                                | <b>Amount Awarded This Action + or (-)</b>                                                                                      | <b>Current Total Award</b>              | <b>Cumulative Non-Federal Commitment</b> |
| AFG                                                                                                                                                                                                                     | 97.044                                              | 2023-F2-GB01 - P410-xxxx-4101-D                                                                                                              | \$0.00                                                                                  | \$570,954.54                                                                                                                    | \$570,954.54                            | \$57,095.46                              |
| Totals                                                                                                                                                                                                                  |                                                     |                                                                                                                                              | \$0.00                                                                                  | \$570,954.54                                                                                                                    | \$570,954.54                            | \$57,095.46                              |
| <b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b><br>N/A                                                                                                      |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                         |                                          |
| <b>16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</b><br>This field is not applicable for digitally signed grant agreements |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                         |                                          |

|                                                                 |                   |
|-----------------------------------------------------------------|-------------------|
| <b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>        | <b>DATE</b>       |
| <b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>             | <b>DATE</b>       |
| <b>PAMELA WILLIAMS, Assistant Administrator, Grant Programs</b> | <b>06/20/2023</b> |



## Agenda Item Summary

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**File #: 25-00193**

**Agenda Date: 3/25/2025**

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**Agenda Item Name:**

**Recognize and appropriate unanticipated interest earned on the FY2022-2023 Emergency Medical Services Trust Grant**

**Presenter:**

Harold Theus, Fire Chief, 352-384-3101

**Description:**

Recognize and appropriate unanticipated interest earned on the FY2022-2023 Emergency Medical Services Trust Fund Grant of \$8,305.00

**Recommended Action:**

Approve the resolution and budget amendment to recognize and appropriate unanticipated interest earned on the FY2022-2023 Emergency Medical Services Trust Fund Grant of \$8,305.00

**Prior Board Motions:**

On April 11, 2023, the Board approved the 2022-2023 EMS Trust Fund grant award

**Fiscal Note:**

The State of Florida has authorized the rollover of \$98,161.11 in prior year grant funds which includes unanticipated earned interest of \$8,305.00. The 2023-2024 EMS Trust grant award is \$39,734.92 for a total budget that must be spent by May 31, 2025, of \$137,897.00 (014.54.5450. various #3245402). The resolution and budget amendment recognizes and appropriates the unanticipated interest earned of \$8,305.00 (014.54.5450.526.52.00 #3245402 Operating Supplies)

**Strategic Guide:**

Public Safety

**Background:**

The Department of Health, Bureaus of Emergency Medical Services is authorized by Chapter 401, Part II, F.S., to dispense grant funds each year which are restricted and can only be spent to enhance emergency medical services (EMS) and improve or expand pre-hospital EMS systems in Alachua County. The rollover of funds for the EMS Trust Fund Grant was prepared and accepted by the State. The authorized rollover is \$98,161.11 which includes \$8,305.00 of unanticipated interest earned that needs to be recognized and appropriated by the County. The FY2023-2024 grant award is \$39,734.92 for a total budget of \$137,897.00 which must be spent by March 31, 2025. Fire Rescue will be purchasing simulation devices, ventilators, patient lift straps, Advanced Life Support backpacks, and other approved medical items.

Department of Health  
**EMS GRANT PROGRAM BUDGET UPDATE**

Name of Grantee: Alachua County Fire Rescue Services

Grant ID Code: C2401

| BUDGET LINE ITEM                                                  | CHANGE TO         |
|-------------------------------------------------------------------|-------------------|
| <b>ACFR FY 2023-2024 Budget</b>                                   |                   |
| Traumatic Leg Amputation for Hal Gaumard                          | 800.00            |
| Traumatic arm amputation                                          | 800.00            |
| SMASH Advanced IV Training Arm Gaumard                            | 3,500.00          |
| EMS ALS Backpacks                                                 | 49,821.33         |
| Crash Kelly Laerdal Basic Manikin                                 | 6,000.00          |
| Trauma Simulation Sleeves and Moulage                             | 3,000.00          |
| Ultrasound IV arm Blue Phantom                                    | 3,500.00          |
| Salad Adult Airway Trainer                                        | 3,500.00          |
| 7 Sigma Airway trainer                                            | 6,000.00          |
| OB Skill Torso Gaumard                                            | 5,000.00          |
| Cricothyrotomy Task Trainers                                      | 2,000.00          |
| Hamilton Ventilator and Accessories                               | 28,000.00         |
| Binder Lifts                                                      | 25,000.00         |
| North Central Florida Trauma Agency Membership Dues (2% of award) | 974.70            |
| <b>TOTAL</b>                                                      | <b>137,896.03</b> |

**Justification For Budget Update:**

Budget adjustment to include rollover from FY22/23 award (C1001) with interest into newly awarded funds.

|                  |                     |
|------------------|---------------------|
| FY23-24 Award    | \$39,734.92         |
| FY22-23 Rollover | \$89,856.68         |
| Interest Earned  | \$8,304.43          |
| <b>TOTAL</b>     | <b>\$137,896.03</b> |

**JA24 - SE24 interest added**

**\$98,161.11 total Rollover (award & interest)**

Misty Woods  
Misty Woods Assistant Chief, Alachua County Fire Rescue Services

**Form completed by:**

Donna Guirate, Senior Administrative Assistant, ACFR  
email: [dguirate@alachuacounty.us](mailto:dguirate@alachuacounty.us)

PH: (352) 384-3125  
FAX: (352) 334-0832

**For department use only**

Approved: Yes ☒ No ☐

Department's Authorized Representative

Amy Leftad

Date

# ALACHUA COUNTY BOCC

## EMS Trust Cash Reconciliation

From Date: 01/01/2023 - To Date: 10/31/2024

| Date                                                                | Receipts    | Payable Disbursements | Payroll Disbursements | Journal Adjustments | Balance     |
|---------------------------------------------------------------------|-------------|-----------------------|-----------------------|---------------------|-------------|
| Cash Account: 104.805 - Equity in Pooled Cash Equity in Pooled Cash |             |                       |                       | Beginning Balance:  | 47,881.18   |
| 03/31/2023                                                          | 0.00        | 0.00                  | 0.00                  | (168.75)            | 47,712.43   |
| 10/01/2023                                                          | 0.00        | 0.00                  | 0.00                  | 202.77              | 47,915.20   |
| 04/01/2023                                                          | 0.00        | 0.00                  | 0.00                  | 616.88              | 48,532.08   |
| 07/01/2023                                                          | 0.00        | 0.00                  | 0.00                  | 169.79              | 48,701.87   |
| 10/01/2024                                                          | 0.00        | 0.00                  | 0.00                  | 255.85              | 48,957.72   |
| 01/01/2023                                                          | 0.00        | 0.00                  | 0.00                  | 158.71              | 49,116.43   |
| 03/01/2023                                                          | 0.00        | 0.00                  | 0.00                  | 65.79               | 49,182.22   |
| 06/01/2024                                                          | 0.00        | 0.00                  | 0.00                  | 504.65              | 49,686.87   |
| 01/20/2023                                                          | 42,498.00   | 0.00                  | 0.00                  | 0.00                | 92,184.87   |
| 12/01/2023                                                          | 0.00        | 0.00                  | 0.00                  | 635.91              | 92,820.78   |
| 01/31/2023                                                          | 0.00        | 0.00                  | 0.00                  | 168.75              | 92,989.53   |
| 03/01/2024                                                          | 0.00        | 0.00                  | 0.00                  | 215.15              | 93,204.68   |
| 09/01/2024                                                          | 0.00        | 0.00                  | 0.00                  | 603.13              | 93,807.81   |
| 08/01/2023                                                          | 0.00        | 0.00                  | 0.00                  | 398.02              | 94,205.83   |
| 09/01/2023                                                          | 0.00        | 0.00                  | 0.00                  | 400.77              | 94,606.60   |
| 05/16/2023                                                          | 0.00        | 0.00                  | 0.00                  | 356.92              | 94,963.52   |
| 08/01/2024                                                          | 0.00        | 0.00                  | 0.00                  | 653.68              | 95,617.20   |
| 06/01/2023                                                          | 0.00        | 0.00                  | 0.00                  | 218.73              | 95,835.93   |
| 01/01/2024                                                          | 0.00        | 0.00                  | 0.00                  | 622.35              | 96,458.28   |
| 11/01/2023                                                          | 0.00        | 0.00                  | 0.00                  | 381.89              | 96,840.17   |
| 04/01/2024                                                          | 0.00        | 0.00                  | 0.00                  | 415.68              | 97,255.85   |
| 02/01/2024                                                          | 0.00        | 0.00                  | 0.00                  | 421.82              | 97,677.67   |
| 07/01/2024                                                          | 0.00        | 0.00                  | 0.00                  | 459.82              | 98,137.49   |
| 09/30/2024                                                          | 0.00        | 0.00                  | 0.00                  | 274.44              | 98,411.93   |
| 02/01/2023                                                          | 0.00        | 0.00                  | 0.00                  | 311.18              | 98,723.11   |
| 05/11/2023                                                          | 0.00        | (849.96)              | 0.00                  | 0.00                | 97,873.15   |
| 05/01/2024                                                          | 0.00        | 0.00                  | 0.00                  | 220.47              | 98,093.62   |
| 09/30/2023                                                          | 0.00        | 0.00                  | 0.00                  | 67.49               | 98,161.11   |
| Total:                                                              | \$42,498.00 | (\$849.96)            | \$0.00                | \$8,631.89          | \$98,161.11 |

| Date       | Journal Number | Journal Type | G/L Account | Transaction Description                                   | Amount   |
|------------|----------------|--------------|-------------|-----------------------------------------------------------|----------|
| 01/01/2023 | 2023-00001033  | JE           | 014.104.805 | REC POOLED EQUITY INTEREST 12/2022                        | 158.71   |
| 01/31/2023 | 2023-00001220  | JE           | 014.104.805 | Move negative interest earnings from EMS Trust grant fund | 168.75   |
| 02/01/2023 | 2023-00001440  | JE           | 014.104.805 | REC POOLED EQUITY INTEREST 01/2023                        | 311.18   |
| 03/01/2023 | 2023-00001703  | JE           | 014.104.805 | REC POOLED EQUITY INTEREST 02/2023                        | 65.79    |
| 03/31/2023 | 2023-00001850  | JE           | 014.104.805 | Rev 23-1220 Move neg interest from EMS Trust              | (168.75) |
| 04/01/2023 | 2023-00002063  | JE           | 014.104.805 | REC POOLED EQUITY INTEREST 03/2023                        | 616.88   |
| 05/16/2023 | 2023-00002400  | JE           | 014.104.805 | REC POOLED EQUITY INTEREST 04/2023                        | 356.92   |
| 06/01/2023 | 2023-00002770  | JE           | 014.104.805 | REC POOLED EQUITY INTEREST 05/2023                        | 218.73   |

User: Donna Guirate

Pages: 1 of 2

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# ALACHUA COUNTY BOCC

## EMS Trust Cash Reconciliation

From Date: 01/01/2023 - To Date: 10/31/2024

| Date       | Receipts      | Payable Disbursements | Payroll Disbursements | Journal Adjustments                        | Balance  |
|------------|---------------|-----------------------|-----------------------|--------------------------------------------|----------|
| 07/01/2023 | 2023-00003087 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 06/2023         | 169.79   |
| 08/01/2023 | 2023-00003463 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 7/23            | 398.02   |
| 09/01/2023 | 2023-00003884 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 8/2023          | 400.77   |
| 09/30/2023 | 2023-00004245 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 9/23            | 270.26   |
| 09/30/2023 | 2023-00004274 | JE                    | 014.104.805           | Record FY2023 EOY ACCRUED INTEREST         | (202.77) |
| 10/01/2023 | 2024-00000274 | JE                    | 014.104.805           | Rev Record FY2023 EOY ACCRUED INTEREST     | 202.77   |
| 11/01/2023 | 2024-00000552 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 10/2023         | 381.89   |
| 12/01/2023 | 2024-00000875 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 11/2023         | 635.91   |
| 01/01/2024 | 2024-00001161 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 12/2023         | 622.35   |
| 02/01/2024 | 2024-00001498 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 01/2024         | 421.82   |
| 03/01/2024 | 2024-00001718 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 02/2024         | 215.15   |
| 04/01/2024 | 2024-00002001 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 03/2024         | 415.68   |
| 05/01/2024 | 2024-00002332 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 04/2024         | 220.47   |
| 06/01/2024 | 2024-00002811 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 05/2024         | 504.65   |
| 07/01/2024 | 2024-00003089 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 6/2024          | 459.82   |
| 08/01/2024 | 2024-00003461 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 07/2024         | 653.68   |
| 09/01/2024 | 2024-00003797 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 08/2024         | 603.13   |
| 09/30/2024 | 2024-00004019 | JE                    | 014.104.805           | REC POOLED EQUITY INTEREST 9/2024          | 530.29   |
| 09/30/2024 | 2024-00004035 | JE                    | 014.104.805           | Record FY2024 EOY Accrued Interest         | (255.85) |
| 10/01/2024 | 2025-00000242 | JE                    | 014.104.805           | REVERSE Record FY2024 EOY Accrued Interest | 255.85   |

Cash Account: 135.1010 - Interest and Dividends Receivable Accrued Interest Investments

Beginning Balance: 0.00

|            |        |        |        |          |          |
|------------|--------|--------|--------|----------|----------|
| 10/01/2023 | 0.00   | 0.00   | 0.00   | (202.77) | (202.77) |
| 10/01/2024 | 0.00   | 0.00   | 0.00   | (255.85) | (458.62) |
| 09/30/2024 | 0.00   | 0.00   | 0.00   | 255.85   | (202.77) |
| 09/30/2023 | 0.00   | 0.00   | 0.00   | 202.77   | 0.00     |
| Total:     | \$0.00 | \$0.00 | \$0.00 | \$0.00   | \$0.00   |

| Date       | Journal Number | Journal Type | G/L Account  | Transaction Description                    | Amount   |
|------------|----------------|--------------|--------------|--------------------------------------------|----------|
| 09/30/2023 | 2023-00004274  | JE           | 014.135.1010 | Record FY2023 EOY ACCRUED INTEREST         | 202.77   |
| 10/01/2023 | 2024-00000274  | JE           | 014.135.1010 | Rev Record FY2023 EOY ACCRUED INTEREST     | (202.77) |
| 09/30/2024 | 2024-00004035  | JE           | 014.135.1010 | Record FY2024 EOY ACCRUED INTEREST         | 255.85   |
| 10/01/2024 | 2025-00000242  | JE           | 014.135.1010 | REVERSE Record FY2024 EOY Accrued Interest | (255.85) |

| Department                       | Number                    | Journal Type                                                                                          | Sub Ledger | G/L Date   | Description                                     | Source        | Reference | Reclassification       | Journal Type           |
|----------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------|------------|------------|-------------------------------------------------|---------------|-----------|------------------------|------------------------|
| 5400 - Fire Rescue Services Dept | 2025-00001360             | BA                                                                                                    | GL         | 03/04/2025 | BCC - Recognize & Distribute EMS Trust Interest |               |           |                        |                        |
| <i>G/L Date</i>                  | <i>G/L Account Number</i> | <i>Account Description</i>                                                                            |            |            | <i>Description</i>                              | <i>Source</i> |           | <i>Increase Amount</i> | <i>Decrease Amount</i> |
| 03/04/2025                       | 014.54.5450.361.1410      | Interest And Other Earnings General Government Interest<br>Project: 3245402 - EMS Trust Award FY23-24 |            |            | BCC - Recognize & Distribute EMS Trust Interest |               |           | 8,305.00               | .00                    |
| 03/04/2025                       | 014.54.5450.526.52.00     | Operating Supplies Operating Supplies<br>Project: 3245402 - EMS Trust Award FY23-24                   |            |            | BCC - Recognize & Distribute EMS Trust Interest |               |           | 8,305.00               | .00                    |
| Number of Entries: 2             |                           |                                                                                                       |            |            |                                                 |               |           | \$16,610.00            | \$ .00                 |



RESOLUTION 25-

A RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS OF ALACHUA COUNTY,  
FLORIDA, ADJUSTING THE FY25 REVENUE  
AND EXPENDITURE BUDGET FOR  
UNANTICIPATED REVENUE; RECOGNIZING  
REVENUES AND EXPENDITURES; PROVIDING  
AN EFFECTIVE DATE.

WHEREAS, it is necessary to adjust the EMS TRUST GRANT  
FUND to account for the unanticipated interest earned on the  
FY2022-2023 grant funds from the State of Florida, Department of  
Health, Bureau of Emergency Medical Services; and,

WHEREAS, it is necessary to budget revenues and  
expenditures in the EMS TRUST GRANT FUND Project; and,

WHEREAS, the grant provides funds that can only be used  
to improve and expand pre-hospital emergency medical services  
within Alachua County; and,

WHEREAS, there is an additional \$ 8 , 3 0 5 . 0 0 of  
unanticipated interest from the prior year that has been  
authorized to rollover into the FY2023-2024 EMS TRUST GRANT FUND  
Project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the FY2024/25 budget for the  
EMS TRUST GRANT FUND project is hereby adjusted as  
reflected in the budget amendment attached.
2. By adoption of this resolution and the attached  
budget amendment, the Board of County Commissioners  
of Alachua County, Florida, hereby appropriates and

permits the expenditure of the funds described therein.

3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED, in regular session, this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D., 2025.

BOARD OF COUNTY COMMISSIONERS OF  
ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Charles S. Chestnut, IV, Chair

\_\_\_\_\_  
J.K. "Jess" Irby, Clerk

APPROVED AS TO FORM

(SEAL)

\_\_\_\_\_  
Alachua County Attorney

| Department                       | Number                    | Journal Type                                                                                          | Sub Ledger | G/L Date   | Description                                     | Source        | Reference | Reclassification       | Journal Type           |
|----------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------|------------|------------|-------------------------------------------------|---------------|-----------|------------------------|------------------------|
| 5400 - Fire Rescue Services Dept | 2025-00001360             | BA                                                                                                    | GL         | 03/04/2025 | BCC - Recognize & Distribute EMS Trust Interest |               |           |                        |                        |
| <i>G/L Date</i>                  | <i>G/L Account Number</i> | <i>Account Description</i>                                                                            |            |            | <i>Description</i>                              | <i>Source</i> |           | <i>Increase Amount</i> | <i>Decrease Amount</i> |
| 03/04/2025                       | 014.54.5450.361.1410      | Interest And Other Earnings General Government Interest<br>Project: 3245402 - EMS Trust Award FY23-24 |            |            | BCC - Recognize & Distribute EMS Trust Interest |               |           | 8,305.00               | .00                    |
| 03/04/2025                       | 014.54.5450.526.52.00     | Operating Supplies Operating Supplies<br>Project: 3245402 - EMS Trust Award FY23-24                   |            |            | BCC - Recognize & Distribute EMS Trust Interest |               |           | 8,305.00               | .00                    |
| Number of Entries: 2             |                           |                                                                                                       |            |            |                                                 |               |           | \$16,610.00            | \$ .00                 |



## Agenda Item Summary

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**File #:** 25-00203

**Agenda Date:** [Publish Date]

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**Agenda Item Name:**

**Final Plat for Tara Vista Phases 1 and 2**

**Presenter:**

Leslie McLendon/352-374-5249

**Description:**

Request approval of the revised Plat for Tara Vista Phases 1 and 2

**Recommended Action:**

The Development Review Committee reviewed the Revised Final Development Plan and Plat at its February 20, 2025 hearing and recommended the Board of County Commissioners approve the Plat for Phase 1 and Phase 2 based on a finding of consistency with Florida Statutes, the Alachua County Comprehensive Plan, and the Alachua County Unified Land Development Code.

**Prior Board Motions:**

Preliminary Development Plan 05/10/22; Plat approval 08/08/23

**Fiscal Note:**

None

**Strategic Guide:**

All Other Mandatory and Discretionary Services

**Background:**

The applicant applied for a Revised Final Development Plan and Plat to modify the grading of the site and make changes to the finish floor elevations and associated utilities. The Preliminary Development Plan, including Open Space and Tree Preservation was approved by the Board of County Commissioners (BoCC) on August 8, 2023. The Development Review Committee approved the Final Development on July 6, 2023, and the Board of County Commissioners approved the Plat for Phase 1 and Phase 2 August 2023. The Plat has not been recorded. No changes are proposed to the overall layout or number of units.



# ALACHUA COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

**Project Number: DR24-000004**  
**Revised Final Development Plan and Plat for**  
**Tara Vista**

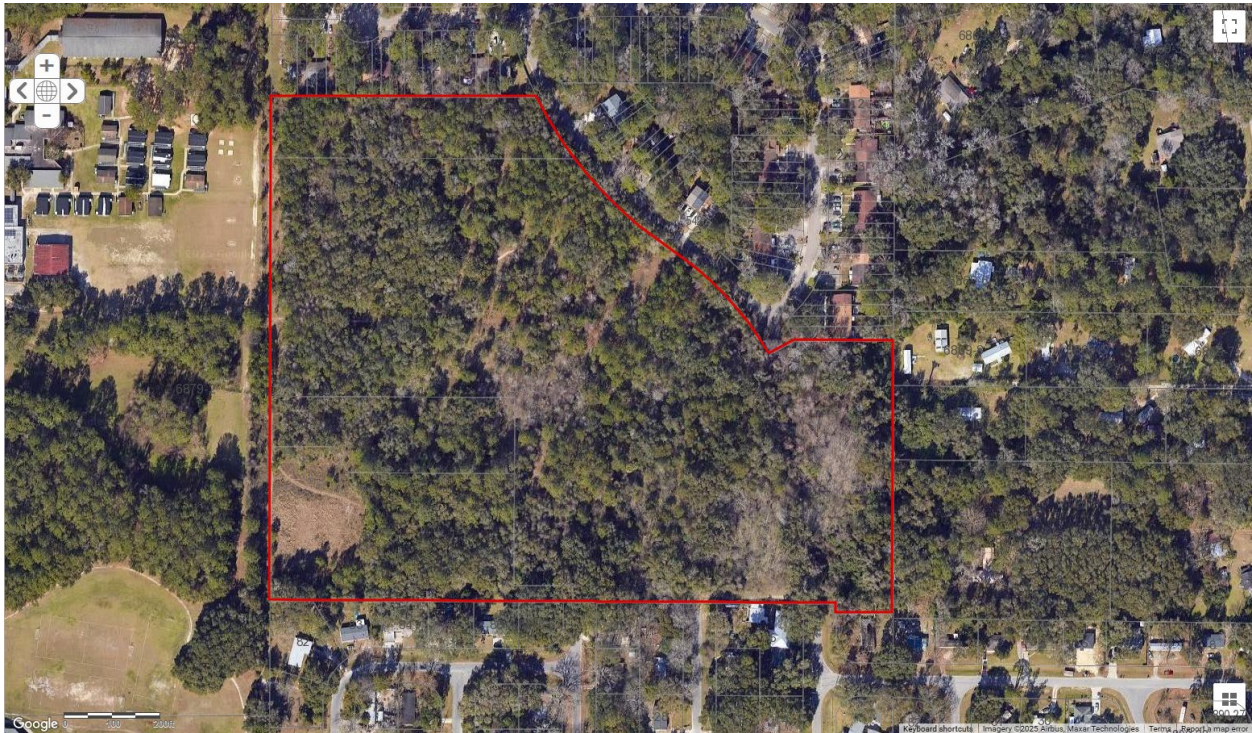
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|                              |                                                                                                                                                                                                                                                                                                                               |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DESCRIPTION:</b>          | Revisions to grading of an approved development plan.                                                                                                                                                                                                                                                                         |
| <b>APPLICANT/AGENT:</b>      | eda, inc.                                                                                                                                                                                                                                                                                                                     |
| <b>PROPERTY OWNER:</b>       | Tara Vista, LLC                                                                                                                                                                                                                                                                                                               |
| <b>PROPERTY INFORMATION:</b> | <b>Address:</b> West of SW 69 <sup>th</sup> Terrace and south of SW 46 <sup>th</sup> Ave.<br><b>Parcel Numbers:</b> 06877-000-000, 06877-030-000, 06877-004-000, 06877-001-000<br><b>Future Land Use:</b> Medium Density and Med High Density<br><b>Zoning:</b> R-2, R-2a (Residential Multi-Family)<br><b>Acreage:</b> 25.93 |
| <b>PROJECT HISTORY:</b>      | BoCC PDP Approval May 10, 2022<br>DRC FDP Approval July 6, 2023                                                                                                                                                                                                                                                               |
| <b>CHRONOLOGY:</b>           | Application Submittal: 09/03/2024<br>Insufficiency Reports: 10/4/2024; 12/11/2024<br>Application Resubmittal: 11/04/2024; 12/20/2024<br>Sufficiency Determination: 01/15/2025<br>Development Review Committee Hearing: 02/20/2025                                                                                             |
| <b>STAFF RECOMMENDATION:</b> | Approval with conditions of the Revised Final Development Plan and recommend approval of the Plat to the BoCC                                                                                                                                                                                                                 |
| <b>DRC ACTION:</b>           | <b>Approved the Revised Final Development Plan and recommended the BoCC approve the Plat</b>                                                                                                                                                                                                                                  |

## **BACKGROUND AND SUMMARY OF PROPOSED PLAN:**

This application proposes a Revised Final Development Plan to revise the finish floor elevations, associated utilities, and drainage improvements. The project received Final Development Plan approval from the DRC on July 6, 2023, Plat approval on August 8, 2023, and a Construction Permit was issued on January 30, 2024

There are no proposed changes to general layout or the number of units. The grading changes primarily affect the placement of retaining walls.



**Figure 1: Aerial of subject property**

## **CONSISTENCY ANALYSIS:**

Following is an analysis of the consistency of the proposed plan with the applicable policies of the Comprehensive Plan and Land Development Regulations.

## **COMPREHENSIVE PLAN ANALYSIS:**

### **Future Land Use Element**

No changes to the previously approved number of units is proposed. Policy 1.3.2.1 (b) and (c) of the Future Land Use Element (FLUE) defines the Medium Density Residential Future Land Use

category as greater than 4 to less than or equal to 8 dwelling units per acre and the Medium High Density Residential Future Land Use category as greater than 8 to less than or equal to 14 dwelling units per acre.

Alachua County reviews density as a “gross” measure as opposed to a “net” calculation. FLUE Policy 1.3.1(d) states “gross residential density provides the developer with incentives to reduce overall site and housing costs, as well as to provide for more innovative design than is possible under conventional (net density) development.” With the combination of Urban Future Land Uses on the subject properties the total number of units allowed is a minimum of 124 and a maximum of 238.

The project proposes 223 lots on approximately 26 acres, which is a gross density of 8.6 dwelling units/acre (du/ac) for the entire development.

Policy 1.3.8.1 and 1.3.9.1 of the Future Land Use Element (FLUE) states that Medium Density and Medium High Density residential land use categories shall provide for various housing types, such as conventional, small lot single family residential detached and attached dwellings, and multi-family residential dwellings.

The proposed Revised Final Development Plan proposes single family attached uses and is consistent with the Future Land Use Element.

## **UNIFIED LAND DEVELOPMENT CODE:**

### **Zoning District and Use Regulations**

The proposed development carries the R-2 (4-8 dwelling units/acres) and R-2a (8-14 dwelling units/acre) zoning districts that allows a variety of housing including detached and attached single family dwellings, as well as multi-family residential dwellings. The zoning districts implement the medium and medium-high density future land use designations. The proposed single-family attached units are consistent with Chapter 404 *Use Regulations*.

### **Natural and Historic Resources Protection**

#### **Conservation Areas and Management Plan**

There are no conservation management areas associated with this site.

#### **Open Space**

Sec. 407.52 - *Minimum open space requirement* requires at least 10 percent of the area of any development to be designated as Open Space and delineated on development plans and plats.

Sec. 407.54 - *Open Space Areas* requires the following:

- (a) When land development involves a parcel that contains Conservation Management Areas, the Open Space requirement shall first be fulfilled with these areas, which shall be protected in accordance with Chapter 406, Article XVII.*
- (b) After the requirements of (a), above, have been met, the Open Space shall be one piece of contiguous land, at the periphery of the development to allow for connection to adjacent Open Space, except as specified in Sec. 407.55. Open Space designated per this section shall have an average width of no less than 50 feet and shall be located within the development in a location that best meets the following goals:*
  - 1. Augments Conservation Management Areas or Open Space on adjoining parcels*
  - 2. Promotes connectivity to greenways, trails, public parks, and existing or potential Open Space on adjoining parcels.*

Open Space was previously designed on the approved Preliminary Development Plan and Final Development Plan. No change is proposed. There are no conservation areas on the subject property nor on adjacent properties. There is no designated non-conservation Open Space adjacent to the subject property. The Open Space Plan (Sheet C140) proposes **13.0 percent or 3.36 acres of non-conservation Open Space** to the west of the extension of SW 67<sup>th</sup> Terrace. The open space area is one piece of contiguous land at the periphery of the development, exceeds the minimum average width of 50 feet, is accessible from the development and consists of tree canopy preservation areas of the highest quality trees.

According to Sec. 407.56 - *Open Space Uses*:

- (a) Open Space shall either be left in a natural condition or provide accessible spaces such as community gardens, community fields, greens or pocket parks. Additionally, the following code applies:*
- (b) Open Space shall be primarily pervious except for limited impervious surfaces associated with bicycle/pedestrian paths and unconditioned structures that augment the Open Space such as gazebos and picnic pavilions. Impervious surfaces associated with hardscaped Civic Space are an allowable Open Space use within a TND or TOD approved per Article VII of this Chapter.*
- (c) Open Space shall not include stormwater retention or detention areas constructed per Article IX of this Chapter. The integration of Low Impact Design (LID) best management practices to manage stormwater runoff shall not eliminate an otherwise qualifying Open Space within a TND or TOD approved per Article VII of this Chapter.*
- (d) Open Space shall not include spoil piles or berms.*

The Open Space area contains existing trees and will have a hard surface pedestrian path linking to the street network within the subdivision with the extension of SW 67<sup>th</sup> Terrace to promote connectivity.



## **Tree Preservation**

Tree Preservation areas were previously approved, and no changes are proposed. Sec. 406.12(a)2 *Tree protection standards* requires that development plans be designed such that a minimum of 20 percent of the tree canopy shown on the most recent aerials of the property available at the time of the application is retained. There is also a provision that residential developments that are 90 percent of the maximum allowable residential density shall preserve 10 percent of the existing tree canopy. The required minimum tree canopy retained shall incorporate each regulated tree and associated native vegetation within the area of the drip line in its original location.

With the proposed 223 units the development achieves 90 percent of the allowed density and therefore 10 percent of the existing tree canopy can be preserved per Sec. 406.12(a)2. The Tree Preservation Plan (Sheet C150) **demonstrates that 13.9 percent** of the existing tree canopy will be preserved.

Additionally, Sec. 406.12 states that: *A tree removal permit authorizing the removal of high-quality specimen trees 60 inches diameter at breast height (dbh) or greater may only be issued upon demonstration by the applicant that the development activity cannot occur in any other location on the site, or that removal is unavoidable due to site conditions that minimize impacts to other regulated resources.*

There are four live oaks over 60 inches dbh in the southeastern portion of the site; all four of these trees are incorporated in the proposed design. The tree preservation area is coincident with the proposed Open Space.

The tree preservation area will have chain link fencing used for tree barricading. Sec. 406.12.5 allows the County to use alternative fencing materials, such as chain link fencing, on a case-by-case basis where additional protection is necessary due to intensity of development activity.

Sec. 406.13 *Relocation, Replacement, Mitigation* requires either relocation, replacement, or mitigation for the alteration of regulated trees. The Final Development Plan was approved with a mitigation payment of \$50,440, which was paid prior to the issuance of the Construction Permit. There are a few less 3-inch trees proposed to be planted with the updated Landscape Code due to utility conflicts and a deficit of \$1,170 remains. A fee-in-lieu payment is required when relocation or mitigation by replacement onsite is not feasible and is based on the adopted fee schedule rate of \$130 per caliper inch for the mitigation.

## **GENERAL DEVELOPMENT STANDARDS**

### **Urban Cluster**

Sec. 405.44 *Design Standards* requires all new development and redevelopment within the Urban Cluster to develop, at a minimum, consistent with the design standards for a Traditional Neighborhood Design (TND) in Chapter 407, Article 7. Single family residential development shall meet the standards for Outside Transit Supportive Area (OTSA).

Sec. 407.69 *Standards for development areas outside the transit supportive area* requires maximum block perimeters of 2,000. The General Development and Transportation Network Plan (Sheet C130) shows ten blocks with block perimeters that range from 480 linear feet to 1,438 linear feet - all less than the maximum of 2,000 linear feet allowed. The layout is also consistent with the Preliminary Development Plan. Specific lot requirements and setbacks will be reviewed with the Final Development Plan.

### **Setback and Height Restrictions**

Setbacks for each lot must be consistent with the setbacks provided in Chapter 403 *Zoning Districts* and will be reviewed with the building permit.

### **Landscaping and Buffering**

Sec. 407.43 *Required Buffers* provides provisions for requiring buffers based upon zoning or existing use of adjacent property. The Preliminary Development Plan was approved with a 25-foot-wide medium density buffer along the southern and eastern property boundaries as well as a 5-foot-wide buffer along the western property boundary adjacent to Wiles Elementary School. The Board of County Commissioners also required a 15-foot-wide low-density buffer along the northern boundary.

The medium density buffers require screening, which will be provided with a 6-foot-tall opaque vinyl or wood fence consistent with Sec. 407.43 (c)(6). The buffers are appropriately landscaped.

The 15-foot-wide low-density buffer is shown along the northern property boundary of Tara Vista. A fence is not a requirement for this type of buffer, but the applicant has proposed one and it is shown on the development plan.

The Landscape Plan demonstrates that 43.3 percent of the site will have canopy coverage in 20 years. This exceeds the minimum 30 percent required in Sec. 407.41(n).

No final certificate of occupancy shall be issued until the County has granted final approval and acceptance of the installed landscape as well as the protection of existing native vegetation. Final approval shall include as-built landscape plan certification from a registered landscape architect certifying that the landscaping is installed and functioning as intended, that prohibited and discouraged non-native vegetation listed in Table 406.16.2 has been removed, and that all of the provisions of this Chapter have been met. The land owner shall submit a Certificate of Compliance, in a form acceptable by the Director, to the County as a condition of issuance of a Certificate of Occupancy.

Prior to the installation of a new permanent irrigation system or substantial modification to an existing system, an irrigation plan must be submitted to and approved by the Alachua County Environmental Protection Department through the online Alachua County Irrigation Professional Portal. The irrigation system shall comply with Article II of Part II, Title 7, Chapter 79 of the Alachua County Code.

### **Street Network Standards**

According to Sec. 407.140 (a)(5) *Street Network Standards – External Connectivity*, for developments containing 25 or more residential units, there shall be a minimum of two functional access points located on different sides of the subdivision except where infeasible due to original tract dimensions, topography, or existing development patterns.

There are three access points proposed to serve the overall subdivision. Two connections will be from the south (Arredondo Estate subdivision): one from the existing SW 67<sup>th</sup> Terrace stub, which will continue and connect to SW 69<sup>th</sup> Terrace in the Greenleaf subdivision and another will connect to the SW 69<sup>th</sup> Street stub. The site will also be accessed from the north via SW 69<sup>th</sup> Terrace. Staff did not require an additional connection to the south at SW 68<sup>th</sup> Street due to the preservation of numerous large high quality heritage trees designated for canopy retention.

The internal street network within the subdivision will have 6-foot-wide sidewalks on both sides of the streets except where the extension of SW 69<sup>th</sup> Terrace will provide a multi-use path on the west side and a sidewalk on the east side to meet the cross-section standards of Sec. 407.141(1)a. Additionally, there is a meandering east/west pedestrian hard surface path between Block 8 and Block 9 that connects to the extension of SW 69<sup>th</sup> Terrace.

### **Transportation**

The developer has entered into a Multi-Modal Transportation Mitigation (MMTM) agreement with Alachua County in order to mitigate the transportation impact of the proposed development.

### **Stormwater Management**

The location of the stormwater managements facilities is consistent with the previously approved plans – there is a large basin in the southwest area of the site as well as a basin north of the canopy preservation/open space area with additional pre-treatment area basins along SW 67<sup>th</sup> Terrace. These facilities have been reviewed for consistency with Chapter 407 Article 9 *Stormwater Management* as well as Sec. 407.43.2 *Landscape Design of Stormwater Management Facilities*.

### **Water and Wastewater Services**

The development is within the Urban Cluster and is therefore required to connect to central water and sewer services by Policy 2.1 of the Potable Water and Sanitary Sewer Element of the Comprehensive Plan. Water and sanitary sewer will be provided by GRU from an existing easement within the project boundary. Electrical services will be provided by GRU from SW 69<sup>th</sup> Terrace.

### **Public School Facilities**

The Alachua County School Board staff previously reviewed the proposed development for student impacts for compliance with the school concurrency management program in accordance with the Inter Local Agreement and determined that adequate school facilities are available in the affected School Concurrency Service Areas (SCSA). This capacity determination is based on findings that this project will require 27 elementary school student stations in the West Urban SCSA, 13 middle school student stations in the Kanapaha SCSA, and 20 high school student stations in the High Buchholz SCSA.

The School Board in accordance with their Policy 5120-Assignment Within District will determine specific school assignment for students living in the development area. Student Assignment Rules states “The Superintendent may assign or reassign students on a case by case basis to schools or programs located in or out of their assigned zone, for the health, safety, or welfare of the students, other students or staff.” No assurances are given that the assignments will be made to the most closely located, or currently zoned, facilities. The provision of services to students in the development area may require redrawing of attendance zone lines, reassignment and busing to facilities elsewhere in the District, the use of temporary facilities, and/or the relocation of specific educational programs.

### **Concurrency**

A Final Certificate of Levels of Service Compliance (CLSC) for all public facilities will be issued upon Final Development Plan Approval and will be valid for one year. Provided that construction has commenced within the allowable period, the project shall have reserved capacity for a period of no more than two years from commencement of construction.

### **Plat Requirements**

The plat document meets the minimum requirements set forth in Chapter 177 of Florida State Statutes and Chapter 402 Article 12 of the Unified Land Development Code of Alachua County. According to Sec. 402.61 *Expiration*, approval of a plat shall expire without further action of the BOCC unless the plat has been recorded within two (2) years of the date of BOCC approval of the plat. In order to avoid expiration, all plat documents outlined in Subsection 402.60(a) above must be complete and accepted by the County to obtain the signatures of County officials at least thirty (30) days prior to the two-year expiration date.

## **STATE AND FEDERAL PERMIT**

The issuance of a state or federal permit shall not obligate the County to grant approval of any

local permit and shall not be deemed to satisfy the requirements of the ULDC. As well, the issuance of this permit does not indicate that Alachua County believes that the applicant has all federal and state permits necessary prior to commencing construction.

Because §125.022(4), F.S. makes it hard for local governments to coordinate their permitting activities with state and federal permitting agencies, the applicant is advised that conflict with a subsequently issued state or federal permit may cause a need to apply for an amendment to this development plan approval.

Upon approval of a development plan, the applicant shall obtain all required state and federal permits prior to commencement of the development. Upon issuance of a required state or federal permit, the applicant shall furnish a copy of such permit to the applicable County department.

### **DEVELOPMENT PLAN EXPIRATION:**

According to Section 402.47(b) *Time limitation for expiration of development plans*, an approved Final Development Plan shall expire unless a complete application for a construction, building or other required permit has been accepted by the appropriate reviewing department within 12 months of the date of final approval and that such development is continuing in good faith. Applications for extension of time limit may be processed pursuant to Article 6 or Article 10 of Chapter 402 of the ULDC.

### **STAFF RECOMMENDATION:**

Staff has found the proposed Revised Final Development Plan to be consistent with the Comprehensive Plan and requirements of the Unified Land Development Code.

Staff recommends **approval with conditions** of the Revised Final Development Plan for Tara Vista

Staff recommends the DRC recommend **approval** of the Plat to the BoCC for Tara Vista

### **DRC ACTION AND RECOMMENDATION**

Approved with conditions the Revised Final Development Plan and recommended the BoCC approved the Plat for Phase 1 and 2.

### **CONDITIONS:**

1. Prior to the issuance of the Construction Permit:
  - a. Pay tree mitigation fee of \$1,170 to Alachua County Parks and Conservation Lands, via the Growth Management Department, or provide revised plan demonstrating compliance with tree mitigation requirements.
  - b. Structural engineering certification is provided to Public Works for the retaining walls related to the site infrastructure

\\fs-survey\Projects\2024\2024-0077 [Tara Vista]\DWG\2024-0077-SD\_Plot-PN1.dwg - Sheet 1  
Plotted Oct 24, 2024 - 11:43:01 - Alignment

# TARA VISTA PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK \_\_\_\_, PAGE \_\_\_\_

SHEET 1 OF 4

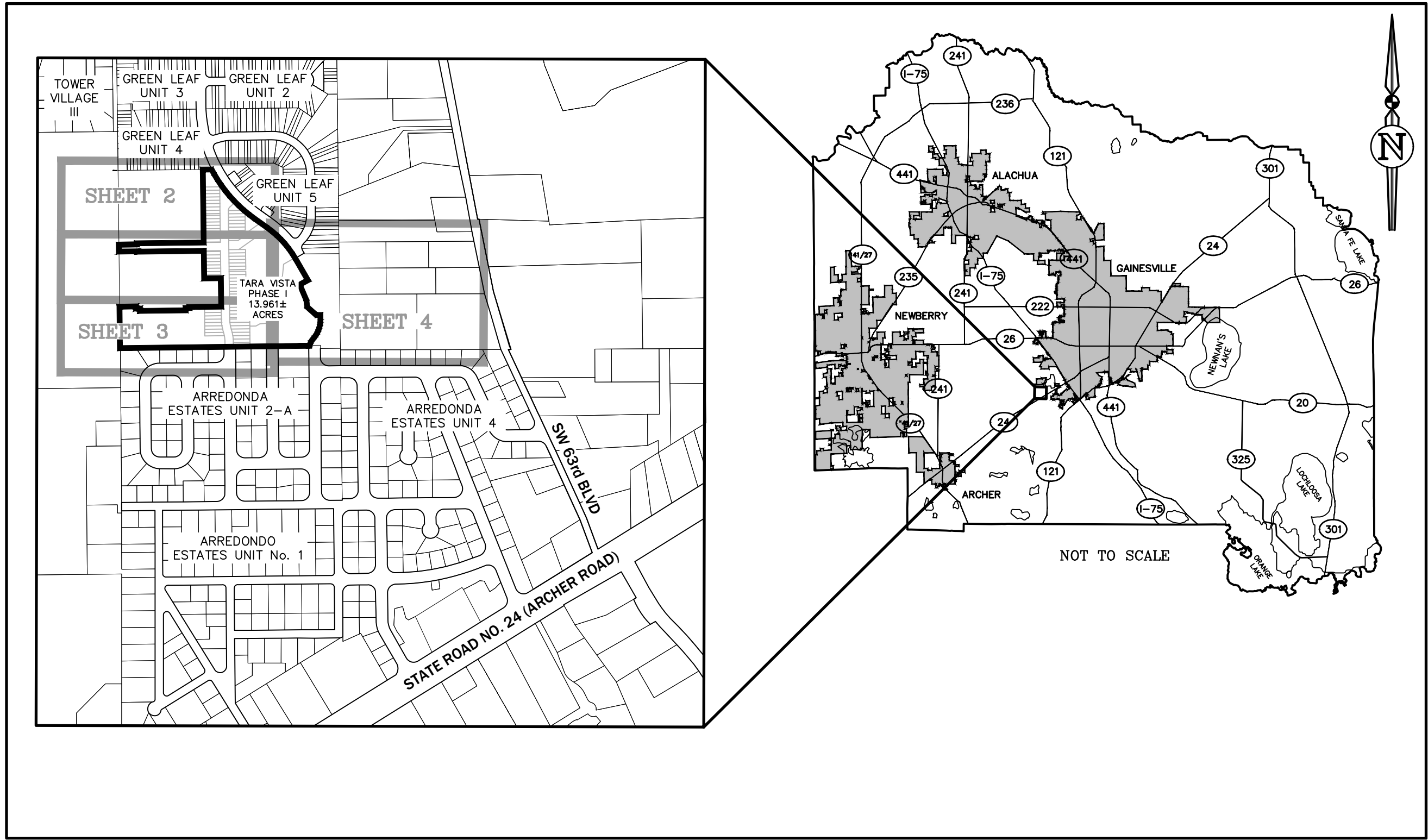
SITUATED IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF SMITHERS SURVEY OF SECTIONS 21 AND 28 TP 10 S, R 19 E, PLAT BOOK "A", PAGE 113, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

## LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA AND RUN THENCE NORTH 00°45'53" WEST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 9.29 FEET; THENCE SOUTH 89°04'54" WEST, A DISTANCE OF 120.37 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF ARREDONDA ESTATES UNIT NO. 2-A, A SUBDIVISION AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "G", PAGE 58 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 00°34'43" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 19.94 FEET; THENCE SOUTH 89°05'29" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 59.83 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 89°05'29" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 1137.70 FEET TO THE NORTHWEST CORNER OF SAID ARREDONDA ESTATES UNIT NO. 2-A; THENCE NORTH 00°47'57" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4, A DISTANCE OF 248.56 FEET; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 99.30 FEET; THENCE SOUTH 00°54'31" EAST, A DISTANCE OF 12.96 FEET; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 23.00 FEET; THENCE SOUTH 00°54'31" EAST, A DISTANCE OF 14.50 FEET; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 274.00 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 14.50 FEET; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 23.00 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 190.00 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 89°05'29" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°05'29" WEST, A DISTANCE OF 400.00 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 1.96 FEET; THENCE SOUTH 89°05'29" WEST, A DISTANCE OF 108.67 FEET TO A POINT ON SAID WEST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4; THENCE NORTH 00°47'57" WEST, ALONG SAID WEST LINE, A DISTANCE OF 41.59 FEET; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 108.59 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 6.45 FEET; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 400.00 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 437.10 FEET TO A POINT ON THE SOUTH LINE OF GREEN LEAF UNIT 4, A SUBDIVISION AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "M", PAGE 23 OF SAID PUBLIC RECORDS; THENCE NORTH 89°06'19" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 53.44 FEET TO THE SOUTHEAST CORNER OF SAID GREEN LEAF UNIT 4 AND TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF S.W. 69TH TERRACE (60' RIGHT OF WAY), SAID POINT LYING ON THE ARC OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 830.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°12'45", AN ARC DISTANCE OF 394.21 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 41°13'27" EAST, 390.51 FEET; THENCE SOUTH 54°49'49" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 93.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 587.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°38'25", AN ARC DISTANCE OF 252.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 42°30'37" EAST, 250.50 FEET; THENCE SOUTH 30°11'24" EAST, A DISTANCE OF 149.66 FEET; THENCE SOUTH 61°26'47" WEST, A DISTANCE OF 55.44 FEET; THENCE SOUTH 23°21'33" EAST, A DISTANCE OF 101.72 FEET; THENCE SOUTH 06°01'05" EAST, A DISTANCE OF 39.73 FEET; THENCE SOUTH 48°12'06" EAST, A DISTANCE OF 73.52 FEET; THENCE NORTH 89°14'07" EAST, A DISTANCE OF 25.14 FEET; THENCE SOUTH 00°45'53" EAST, A DISTANCE OF 26.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°51'22", AN ARC DISTANCE OF 118.26 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 19°09'48" WEST, 115.89 FEET; THENCE SOUTH 39°05'29" WEST, A DISTANCE OF 19.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°18'48", AN ARC DISTANCE OF 36.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 21°26'05" WEST, 36.40 FEET, TO THE POINT OF BEGINNING.

CONTAINING 13.961 ACRES, MORE OR LESS.



## LOCATION AND KEY MAP

ALACHUA COUNTY, FLORIDA

## GENERAL NOTES

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (SEE NOTE 10) WITH THE NORTH LINE OF ARREDONDA ESTATES UNIT 2-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "G", PAGE 58, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AS BEING SOUTH 89 DEGREES, 05 MINUTES, 29 SECONDS WEST.
- THE ERROR OF CLOSURE OF THE BOUNDARY OF THE HEREON DESCRIBED PROPERTY DOES NOT EXCEED 1/10,000.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THE DISTANCES SHOWN HEREON ARE IN THE HORIZONTAL PLANE AND U.S. SURVEY FOOT.
- TOTAL NUMBER OF RESIDENTIAL LOTS = 66
- TOTAL ACREAGE OF SUBDIVISION = 13.961± ACRES
- ELEVATIONS SHOWN HEREON WERE BASED ON AN ELEVATION OF 70.45 FEET (NAVD 1988 DATUM) ON FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK STATION 175 73 B11. LOCATION AND ELEVATION ARE PER NATIONAL GEODETIC SURVEY DATA SHEET FOR PID AR0405.
- PURSUANT TO CHAPTER 177.091(9) - MONUMENTS WILL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP, UNLESS A MONUMENT ALREADY EXISTS OR CANNOT BE SET DUE TO A PHYSICAL OBSTRUCTION.
- THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (SPC FL N) REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) (2011 ADJUSTMENT) [NAD83(2011)], USING THE U.S. SURVEY FOOT.
- ALL LINES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
- THE SETBACKS SHALL BE CONSISTENT WITH THE ZONING DISTRICT SETBACKS IN CHAPTER 403, UNIFIED LAND DEVELOPMENT CODE. CONTACT THE ALACHUA COUNTY GROWTH MANAGEMENT DEPARTMENT FOR ANY AND ALL SETBACK REQUIREMENTS PRIOR TO BEGINNING LOT CONSTRUCTION.
- THE COMMON AREAS AND PRIVATE DRAINAGE EASEMENTS SHOWN HEREON SHALL BE CONVEYED TO THE { HOME OWNERS ASSOCIATION } FOR OWNERSHIP AND MAINTENANCE BY A SEPARATE DOCUMENT.
- AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO ALACHUA COUNTY OVER ALL PRIVATE DRAINAGE EASEMENTS, PRIVATE STORMWATER TRACTS, AND PRIVATE ROADWAYS FOR EMERGENCY ACCESS AND EMERGENCY MAINTENANCE. THIS EASEMENT IN NO WAY OBLIGATES ALACHUA COUNTY TO TAKE ANY ACTION AND ANY ACTION VOLUNTARILY TAKEN BY ALACHUA COUNTY DOES NOT CREATE A PERMANENT OR CONTINUING OBLIGATION TO MAINTAIN AN EASEMENT.
- HOME CONSTRUCTION ON LOTS 153 THROUGH 166, 175 THROUGH 182, AND 210 THROUGH 216 SHALL REQUIRE BEARING CAPACITY TESTING IN ACCORDANCE WITH FLORIDA BUILDING CODE SECTION 1803.5.2 REGARDING QUESTIONABLE SOILS.

## PURPOSE OF COMMON AREAS

|                    |                                                                                |
|--------------------|--------------------------------------------------------------------------------|
| COMMON AREA No. 2  | OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                         |
| COMMON AREA No. 4  | STORMWATER & DRAINAGE; BUFFER; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT      |
| COMMON AREA No. 18 | BUFFER; OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                 |
| COMMON AREA No. 19 | OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                         |
| COMMON AREA No. 20 | OPEN SPACE; PUBLIC ACCESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT |
| COMMON AREA No. 21 | OPEN SPACE; PUBLIC ACCESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT |
| COMMON AREA No. 22 | STORMWATER & DRAINAGE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT              |
| COMMON AREA No. 23 | PUBLIC ACCESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT             |
| COMMON AREA No. 24 | COMMUNITY SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                    |
| OPEN SPACE No. 28  | OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                         |
| COMMON AREA No. 30 | STORMWATER & DRAINAGE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT              |
| COMMON AREA No. 31 | STORMWATER & DRAINAGE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT              |

## OWNER'S CERTIFICATION AND DEDICATION

I, SAYED MOUKHTARA, AS MANAGER OF TARA VISTA, LLC, DO HEREBY CERTIFY THAT TARA VISTA, LLC IS THE OWNER OF THE LANDS DESCRIBED HEREON, AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "TARA VISTA PHASE I"; AND DOES HEREBY DEDICATE TO THE PUBLIC, FOREVER, THE PUBLIC STREETS, PUBLIC RIGHT-OF-WAYS, AND EASEMENTS AS SHOWN HEREON. MAINTENANCE OF STORMWATER FACILITIES AND PRIVATE DRAINAGE EASEMENTS WILL BE THE SOLE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION WITH THE RIGHT TO DISCHARGE STORMWATER RESERVED UNTO THE PUBLIC.

SAYED MOUKHTARA  
MANAGER  
TARA VISTA, LLC

WITNESS

WITNESS

## ACKNOWLEDGEMENT

STATE OF FLORIDA, COUNTY OF ALACHUA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, SAYED MOUKHTARA, AS MANAGER OF TARA VISTA, LLC, AND DID ACKNOWLEDGE TO AND BEFORE ME BY MEANS OF PHYSICAL PRESENCE THAT HE EXECUTED THE ABOVE INSTRUMENT FOR THE USES AND PURPOSES HEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2024.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES

TYPE OF IDENTIFICATION PRODUCED  
(IF NOT PERSONALLY KNOWN)

## CERTIFICATE AND SIGNATURE FROM COUNTY REPRESENTATIVE

IT IS HEREBY CERTIFIED, THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS PURSUANT TO SECTION 177, PART I, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF SAID CHAPTER, ALSO THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF ALACHUA COUNTY ORDINANCES AND REGULATIONS.

MATTHEW PICKEL, PSM  
COUNTY SURVEYOR  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATION No. 6125

DATE

## CERTIFICATE OF APPROVAL FOR ALACHUA COUNTY, FLORIDA

WE THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF ALACHUA COUNTY'S ORDINANCES AND REGULATIONS:

ENGINEERING REQUIREMENTS

COUNTY ENGINEER

DATE

FORM AND LEGALITY

COUNTY ATTORNEY

DATE

APPROVED AND ACCEPTED BY THE ALACHUA  
COUNTY BOARD OF COUNTY COMMISSIONERS

CHAIR / VICE CHAIR  
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

DATE

RECEIVED AND RECORDED ON THIS

DAY OF

A.D. 2024

CLERK

DEPUTY CLERK

## SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS PLAT OF "TARA VISTA PHASE I" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE OF THE DESCRIBED LANDS UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART I OF THE FLORIDA STATUTES.

EDA CONSULTANTS INC.  
720 SW 2ND AVENUE, SOUTH TOWER, SUITE 300, GAINESVILLE, FLORIDA 32601  
FLORIDA CORPORATE CERTIFICATE OF AUTHORIZATION NO. LB 2389  
BY: JARED ROGERS - PROFESSIONAL SURVEYOR AND MAPPER; FLORIDA CERTIFICATE NO. 6687

eda

eda consultants inc.

LB 2389  
720 S.W. 2nd Ave, South Tower, Suite 300  
GAINESVILLE, FLORIDA 32601  
TEL: (352) 373-3541  
www.edafl.com mail@edafl.com



Plotted Oct 24, 2024 - 11:43:01 - ALongston

# TARA VISTA PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 2 OF 4

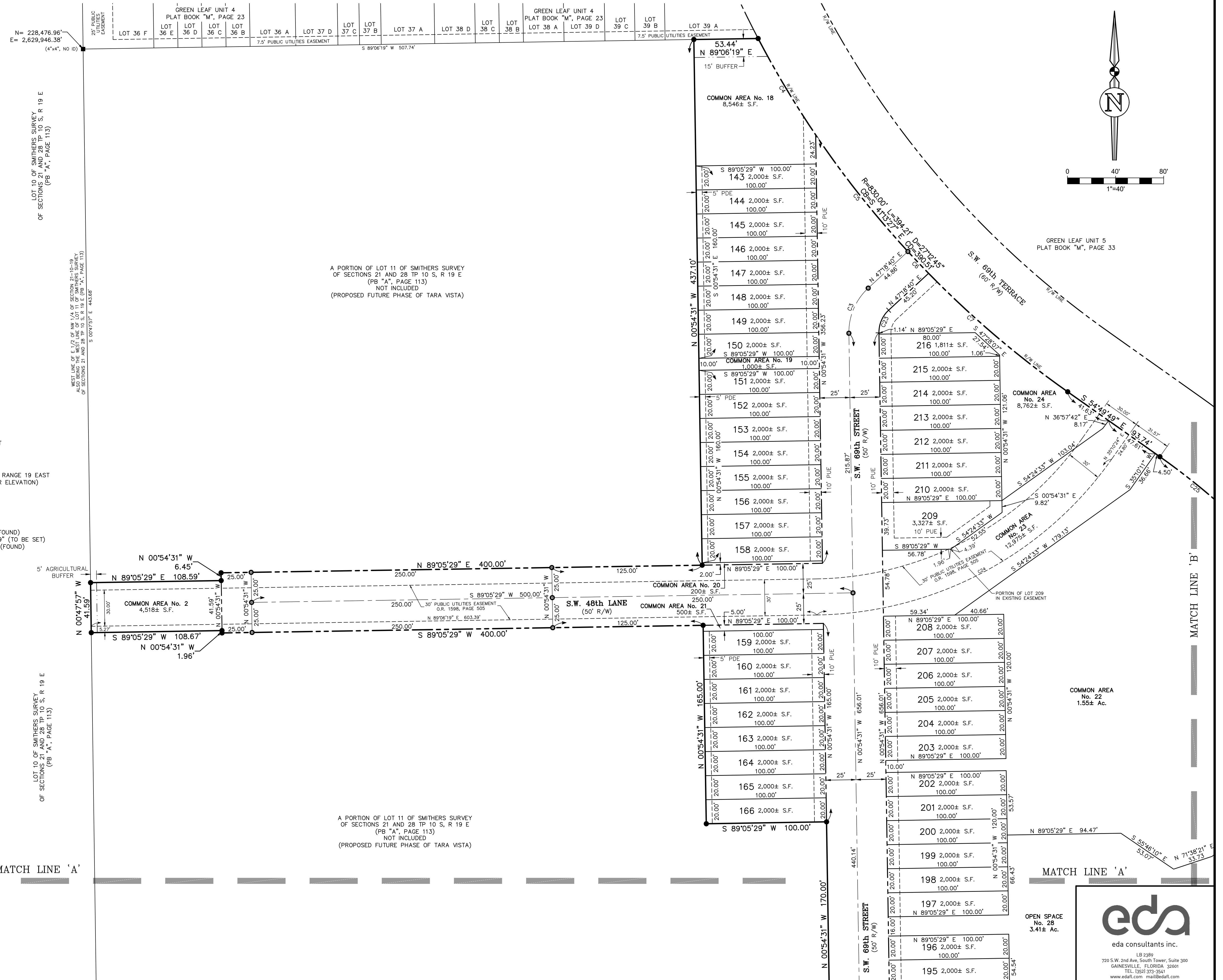
SITUATED IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF SMITHERS SURVEY OF SECTIONS 21 AND 28 TP 10 S, R 19 E, PLAT BOOK "A", PAGE 113, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

| Curve Table |           |         |         |         |         |               |
|-------------|-----------|---------|---------|---------|---------|---------------|
| Curve #     | Delta     | Radius  | Arc     | Chord   | Tangent | Chord Bearing |
| C3          | 48°13'11" | 50.00'  | 42.08'  | 40.85'  | 22.38'  | N 23°12'04" E |
| C4          | 6°26'39"  | 830.00' | 93.35'  | 93.30'  | 46.73'  | N 30°50'24" W |
| C5          | 8°32'35"  | 830.00' | 123.76' | 123.64' | 61.99'  | N 38°20'11" W |
| C6          | 1°43'34"  | 830.00' | 25.00'  | 25.00'  | 12.50'  | S 43°28'05" W |
| C7          | 10°29'57" | 830.00' | 152.09' | 151.88' | 76.26'  | N 49°34'51" W |
| C8          | 48°13'11" | 25.00'  | 21.04'  | 20.42'  | 11.19'  | S 23°12'04" W |
| C24         | 53°55'51" | 305.56' | 287.61' | 277.11' | 155.46' | N 62°08'26" E |
| C25         | 24°04'07" | 587.00' | 246.59' | 244.78' | 125.14' | N 42°47'45" E |

| MINIMUM FINISHED FLOOR ELEVATION |           |
|----------------------------------|-----------|
| LOTS                             | ELEVATION |
| 143-150                          | 93.75'    |
| 151-158                          | 92.25'    |
| 159-166                          | 90.50'    |
| 175-182                          | 87.05'    |
| 183-189                          | 87.40'    |
| 190-196                          | 88.40'    |
| 197-202                          | 89.20'    |
| 203-208                          | 90.50'    |
| 209-216                          | 92.20'    |

## LEGEND AND ABBREVIATIONS

|             |                                                                                                 |               |                                              |
|-------------|-------------------------------------------------------------------------------------------------|---------------|----------------------------------------------|
| PSM         | PROFESSIONAL SURVEYOR AND MAPPER                                                                | PAC           | PUBLIC ACCESS EASEMENT                       |
| L           | LICENSED BUSINESS                                                                               | PC            | POINT OF CURVATURE                           |
| R           | RADIUS                                                                                          | PCP           | PERMANENT CONTROL POINT                      |
| A           | ARC LENGTH                                                                                      | PCD           | POINT OF COMMENCEMENT                        |
| D           | DELTA (CENTRAL) ANGLE                                                                           | POB           | POINT OF BEGINNING                           |
| CB          | CHORD BEARING                                                                                   | PRM           | PERMANENT REFERENCE MONUMENT                 |
| CD          | CHORD DISTANCE                                                                                  | PT            | POINT OF TANGENCY                            |
| (R)         | RADIAL                                                                                          | O.R.          | OFFICIAL RECORDS BOOK                        |
| (NR)        | NON-RADIAL                                                                                      | PUE           | PUBLIC UTILITY EASEMENT                      |
| R/W         | RIGHT-OF-WAY                                                                                    | PDE           | PRIVATE DRAINAGE EASEMENT                    |
| L           | LINE OR LESS                                                                                    | SECTION 22-10 | SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST |
| ID          | IDENTIFICATION                                                                                  | FFE           | MINIMUM REQUIRED FINISHED FLOOR ELEVATION    |
| M           | CHRISNIK'S BRAND                                                                                | S.F.          | SQUARE FEET                                  |
| N=231668.49 | STATE PLANE COORDINATES                                                                         | AC            | ACRES                                        |
| E=263687.77 | (NAD83 - FLORIDA NORTH ZONE)                                                                    | BSL           | BUILDING SETBACK LINE (TYPICAL)              |
| CM          | CONCRETE MONUMENT                                                                               | GRU           | GRAVITY REGIONAL UTILITIES                   |
| PB          | PLAT BOOK                                                                                       | IRC           | IRON ROD WITH PLASTIC CAP                    |
| ●           | PERMANENT REFERENCE MONUMENT (PRM) - 5/8" IR/C "PRM LB 2389" (SET)                              |               |                                              |
| ●           | PERMANENT REFERENCE MONUMENT (PRM) - 4"x4" CM (SET) (AS NOTED AS NOTED (FOUND))                 |               |                                              |
| ●           | PERMANENT CONTROL POINT (PCP) - MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET) |               |                                              |
| ●           | PERMANENT REFERENCE MONUMENT (PRM) - IRON PIPE - 5" IDENTIFICATION AS NOTED (FOUND)             |               |                                              |



\\fsurvey\Projects\2021\2021-0077 (Tara Vista)\DWG\2021-0077-301-Plat-PH.dwg - Sheet 3  
Plotted Oct 24, 2024 - 11:43:01 - Aloneston

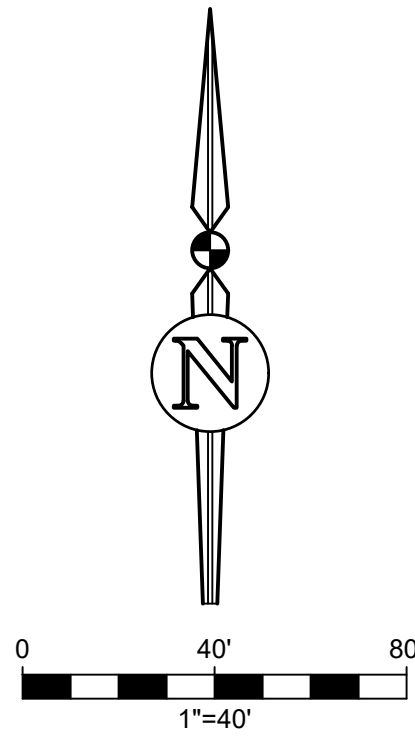
# TARA VISTA PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK \_\_\_\_, PAGE \_\_\_\_

SHEET 3 OF 4

SITUATED IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF SMITHERS SURVEY OF SECTIONS 21 AND 28 TP 10 S, R 19 E, PLAT BOOK "A", PAGE 113, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA



## LEGEND AND ABBREVIATIONS

|              |                                                                                                 |      |                                           |
|--------------|-------------------------------------------------------------------------------------------------|------|-------------------------------------------|
| PSM          | PROFESSIONAL SURVEYOR AND MAPPER                                                                | PAE  | PUBLIC ACCESS EASEMENT                    |
| LB           | LICENSED BUSINESS                                                                               | PC   | POINT OF CURVATURE                        |
| R            | RADIUS                                                                                          | PCP  | PERMANENT CONTROL POINT                   |
| L            | ARC LENGTH                                                                                      | POC  | POINT OF COMMENCEMENT                     |
| D            | DELTA (CENTRAL) ANGLE                                                                           | POB  | POINT OF BEGINNING                        |
| CB           | CHORD BEARING                                                                                   | PRM  | PERMANENT REFERENCE MONUMENT              |
| CD           | CHORD DISTANCE                                                                                  | PT   | POINT OF TANGENCY                         |
| (R)          | RADIAL                                                                                          | O.R. | OFFICIAL RECORDS BOOK                     |
| (NR)         | NON-RADIAL                                                                                      | PUE  | PUBLIC UTILITY EASEMENT                   |
| R/W          | RIGHT-OF-WAY                                                                                    | PDE  | PRIVATE DRAINAGE EASEMENT                 |
| ±            | MORE OR LESS                                                                                    | FFE  | MINIMUM REQUIRED FINISHED FLOOR ELEVATION |
| I.D.         | IDENTIFICATION                                                                                  | S.F. | SQUARE FEET                               |
| MAG          | CHRISTIAN'S BRAND                                                                               | AC.  | ACRES                                     |
| N=231668.49  | STATE PLANE COORDINATES                                                                         | BSL  | BUILDING SETBACK LINE (TYPICAL)           |
| E=2636887.77 | (NAD83 - FLORIDA NORTH ZONE)                                                                    | GRU  | GAINESVILLE REGIONAL UTILITIES            |
| CM           | CONCRETE MONUMENT                                                                               | IR/C | IRON ROD WITH PLASTIC CAP                 |
| PB           | PLAT BOOK                                                                                       |      |                                           |
| ●            | PERMANENT REFERENCE MONUMENT (PRM) - 5/8" IR/C "PRM LB 2389" (SET)                              |      |                                           |
| ■            | PERMANENT REFERENCE MONUMENT (PRM) - 4"x4" CM - SIZE AND IDENTIFICATION AS NOTED (FOUND)        |      |                                           |
| ●            | PERMANENT CONTROL POINT (PCP) - MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET) |      |                                           |
| ○            | PERMANENT REFERENCE MONUMENT (PRM) - IRON PIPE - SIZE AND IDENTIFICATION AS NOTED (FOUND)       |      |                                           |

| Curve Table |           |         |         |         |         |               |
|-------------|-----------|---------|---------|---------|---------|---------------|
| Curve #     | Delta     | Radius  | Arc     | Chord   | Tangent | Chord Bearing |
| C1          | 17°20'29" | 220.00' | 66.59'  | 66.33'  | 33.55'  | N 09°34'46" W |
| C2          | 17°20'29" | 220.00' | 66.59'  | 66.33'  | 33.55'  | N 09°34'46" W |
| C8          | 3°37'46"  | 245.00' | 15.52'  | 15.52'  | 7.76'   | N 02°43'24" W |
| C9          | 4°42'15"  | 245.00' | 20.12'  | 20.11'  | 10.06'  | N 06°53'25" W |
| C10         | 4°45'42"  | 245.00' | 20.36'  | 20.35'  | 10.19'  | N 11°37'23" W |
| C11         | 4°14'47"  | 245.00' | 18.16'  | 18.15'  | 9.08'   | N 16°07'37" W |
| C12         | 0°45'46"  | 195.00' | 2.60'   | 2.60'   | 1.30'   | N 17°52'07" W |
| C13         | 6°02'52"  | 195.00' | 20.58'  | 20.57'  | 10.30'  | N 14°27'49" W |
| C14         | 5°55'51"  | 195.00' | 20.18'  | 20.18'  | 10.10'  | N 08°28'27" W |
| C15         | 4°36'01"  | 195.00' | 15.66'  | 15.65'  | 7.83'   | N 03°12'32" W |
| C16         | 10°43'31" | 195.00' | 36.50'  | 36.45'  | 18.30'  | N 06°16'17" W |
| C17         | 6°03'10"  | 195.00' | 20.60'  | 20.59'  | 10.31'  | S 14°39'37" E |
| C18         | 0°33'48"  | 195.00' | 1.92'   | 1.92'   | 0.96'   | S 17°58'06" E |
| C19         | 4°24'09"  | 245.00' | 18.82'  | 18.82'  | 9.42'   | S 16°02'56" E |
| C20         | 4°45'33"  | 245.00' | 20.35'  | 20.34'  | 10.18'  | S 11°28'06" E |
| C21         | 4°42'10"  | 245.00' | 20.11'  | 20.10'  | 10.06'  | S 06°44'14" E |
| C22         | 3°28'38"  | 245.00' | 14.87'  | 14.87'  | 7.44'   | S 02°38'50" E |
| C24         | 5°35'51"  | 305.56' | 287.61' | 277.11' | 155.46' | N 62°08'26" E |

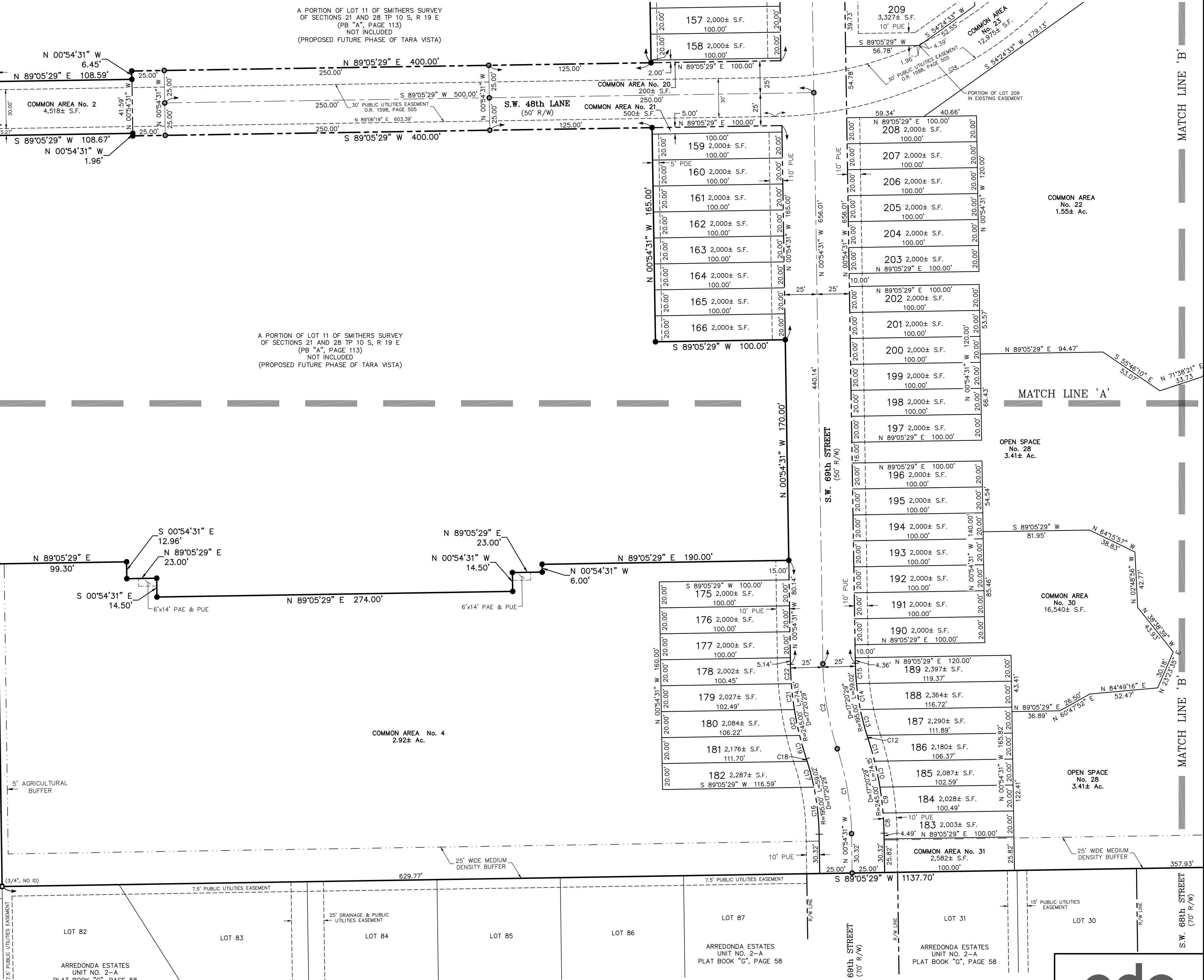
| MINIMUM FINISHED FLOOR ELEVATION |           |
|----------------------------------|-----------|
| LOTS                             | ELEVATION |
| 143-150                          | 93.75'    |
| 151-158                          | 92.25'    |
| 159-166                          | 90.50'    |
| 175-182                          | 87.05'    |
| 183-189                          | 87.40'    |
| 190-196                          | 88.40'    |
| 197-202                          | 88.20'    |
| 203-208                          | 90.50'    |
| 209-216                          | 92.20'    |

LOT 10 OF SMITHERS SURVEY  
OF SECTIONS 21 AND 28 TP 10 S, R 19 E  
(PB "A", PAGE 113)

MATCH LINE 'A'

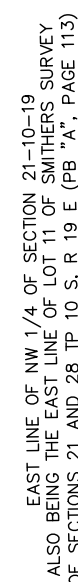
LOT 10 OF SMITHERS SURVEY  
OF SECTIONS 21 AND 28 TP 10 S, R 19 E  
(PB "A", PAGE 113)

N = 227,413.23'  
E = 2,629,961.22'

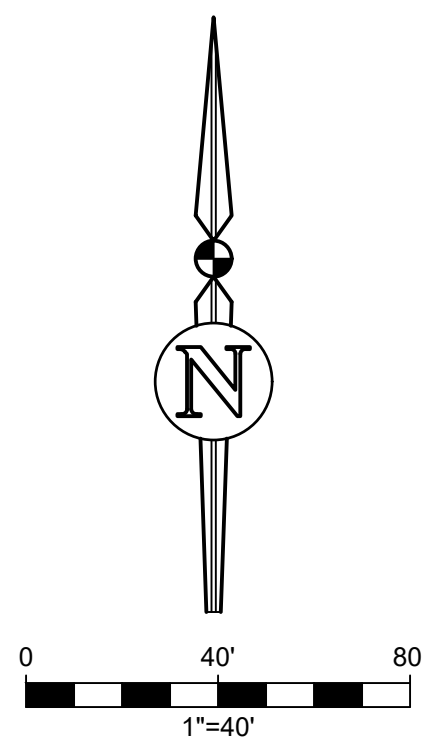




NOT FOR FINAL RECORDING      PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
BEING A REPLAT OF A PORTION      SHEET 4 OF 4



LOT 13 OF SMITHERS SURVEY  
OF SECTIONS 21 AND 28 TP 10 S, R 19 E  
(PB "A", PAGE 113)



| Curve Table |           |         |         |         |         |               |
|-------------|-----------|---------|---------|---------|---------|---------------|
| Curve #     | Delta     | Radius  | Arc     | Chord   | Tangent | Chord Bearing |
| C25         | 24°04'07" | 587.00' | 246.59' | 244.78' | 125.14' | N 42°47'45" W |
| C26         | 0°34'18"  | 587.00' | 5.86'   | 5.86'   | 2.93'   | N 30°28'33" W |

| MINIMUM FINISHED<br>FLOOR ELEVATION |           |
|-------------------------------------|-----------|
| LOTS                                | ELEVATION |
| 143-150                             | 93.75'    |
| 151-158                             | 92.25'    |
| 159-166                             | 90.50'    |
| 175-182                             | 87.05'    |
| 183-189                             | 87.40'    |
| 190-196                             | 88.40'    |
| 197-202                             | 89.20'    |
| 203-208                             | 90.50'    |
| 209-216                             | 92.20'    |

|            |                                                                                               |                       |                                              |
|------------|-----------------------------------------------------------------------------------------------|-----------------------|----------------------------------------------|
| PSM        | PROFESSIONAL SURVEYOR AND MAPPER                                                              | PAE                   | PUBLIC ACCESS EASEMENT                       |
| LB         | LICENSED BUSINESS                                                                             | PCP                   | POINT OF CURVATURE                           |
| R          | RADIUS                                                                                        | PCP                   | PERMANENT CONTROL POINT                      |
| ARC        | ARC LENGTH                                                                                    | PCP                   | POINT OF COMMENCEMENT                        |
| DELTA      | (CENTRAL) ANGLE                                                                               | POB                   | POINT OF BEGINNING                           |
| CB         | CHORD BEARING                                                                                 | PRM                   | PERMANENT REFERENCE MONUMENT                 |
| CD         | CHORD DISTANCE                                                                                | PT                    | POINT OF TANGENCY                            |
| (R)        | RADIAL                                                                                        | OFFICIAL RECORDS BOOK |                                              |
| (NR)       | NON-RADIAL                                                                                    | PUE                   | PUBLIC UTILITY EASEMENT                      |
| R/W        | RIGHT-OF-WAY                                                                                  | PDE                   | PRIVATE DRAINAGE EASEMENT                    |
| ±          | MORE OR LESS                                                                                  | 10-19                 | SECTION 22--TOWNSHIP 10 SOUTH, RANGE 19 EAST |
| ID         | IDENTIFICATION                                                                                | FFE                   | MINIMUM REQUIRED FINISHED FLOOR ELEVATION    |
| MAG        | CHRISNIK'S BRAND                                                                              | SF                    | SQUARE FEET                                  |
| N-21668.49 | STATE PLANE COORDINATES                                                                       | AC                    | ACRES                                        |
| E-28672.77 | (NAD83 - FLORIDA NORTH ZONE)                                                                  | BSL                   | BUILDING SETBACK LINE (TYPICAL)              |
| CM         | CONCRETE MONUMENT                                                                             | GRU                   | GAUNVILLE REGIONAL UTILITIES                 |
| PB         | PLAT BOOK                                                                                     | IR/C                  | IRON ROD WITH PLASTIC CAP                    |
| ●          | PERMANENT REFERENCE MONUMENT (PRM) = 5/8" IR/C IRM LB 2389" (SET)                             |                       |                                              |
| ●          | PERMANENT REFERENCE MONUMENT (PRM) = 3/4" CM - IDENTIFICATION AS NOTED (FOUND)                |                       |                                              |
| ●          | PERMANENT CONTROL POINT (PCP) = MAG NAIL WITH BRASS KID OR 5/8" IR/C PCP LB 2389" (TO BE SET) |                       |                                              |
| ●          | PERMANENT REFERENCE MONUMENT (PRM) = IRON PIPE = SIZE AND IDENTIFICATION AS NOTED (FOUND)     |                       |                                              |

**eda**  
eda consultants inc.  
LB 2389  
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GAINESVILLE, FLORIDA 32601  
TEL 352/373-3541  
www.edafi.com mail@edafi.com

Plotted Sept. 03, 2024 - 07:38:10 - Alomington  
\\fsurvey\Projects\2021\2021-0077 Tara Vista\DWG\2021-0077.S01\_Plot-Plat.dwg - Sheet 1

# TARA VISTA PHASE II

NOT FOR FINAL RECORDING

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 1 OF 4

SITUATED IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF SMITHERS SURVEY OF SECTIONS 21 AND 28 TP 10 S, R 19 E, PLAT BOOK "A", PAGE 113, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

## LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING THREE (3) PARCELS OF LAND:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA AND RUN THENCE NORTH 00°45'53" WEST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 9.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°45'53" WEST, ALONG SAID EAST LINE, A DISTANCE OF 568.77 FEET; THENCE SOUTH 89°28'18" WEST, A DISTANCE OF 207.44 FEET; THENCE NORTH 30°11'24" WEST, A DISTANCE OF 3.04 FEET; THENCE SOUTH 59°48'36" WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 30°11'24" EAST, A DISTANCE OF 149.66 FEET; THENCE SOUTH 61°26'47" WEST, A DISTANCE OF 55.44 FEET; THENCE SOUTH 23°21'33" EAST, A DISTANCE OF 101.72 FEET; THENCE SOUTH 06°01'05" EAST, A DISTANCE OF 39.73 FEET; THENCE SOUTH 48°12'06" EAST, A DISTANCE OF 73.52 FEET; THENCE NORTH 89°14'07" EAST, A DISTANCE OF 25.14 FEET; THENCE SOUTH 00°45'53" EAST, A DISTANCE OF 26.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°51'22", AN ARC DISTANCE OF 118.26 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 19°09'48" WEST, 115.89 FEET; THENCE SOUTH 39°05'29" WEST, A DISTANCE OF 19.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°18'48", AN ARC DISTANCE OF 36.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 21°28'06" WEST, 36.40 FEET, TO AN INTERSECTION WITH THE NORTHERLY LINE OF ARREDONDA ESTATES UNIT NO. 2-A, A SUBDIVISION AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "G", PAGE 58 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT BEING HERINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 89°05'29" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 59.83 FEET; THENCE SOUTH 00°34'43" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 19.94 FEET; THENCE NORTH 89°04'54" EAST, A DISTANCE OF 120.37 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE AT THE POINT HEREINABOVE REFERRED TO AS POINT "A", AND RUN THENCE SOUTH 89°05'29" WEST, ALONG THE NORTHERLY LINE OF SAID ARREDONDA ESTATES UNIT NO. 2-A, A DISTANCE OF 1137.70 FEET TO THE NORTHWEST CORNER OF SAID ARREDONDA ESTATES UNIT NO. 2-A; THENCE NORTH 00°47'57" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4, A DISTANCE OF 248.56 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 98.30 FEET; THENCE SOUTH 00°54'31" EAST, A DISTANCE OF 12.96 FEET; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 23.00 FEET; THENCE SOUTH 00°54'31" EAST, A DISTANCE OF 14.50 FEET; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 274.00 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 14.50 FEET; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 23.00 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 190.00 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 89°05'29" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°05'29" WEST, A DISTANCE OF 400.00 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 1.96 FEET; THENCE SOUTH 89°05'29" WEST, A DISTANCE OF 108.67 FEET TO A POINT ON SAID WEST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4, SAID POINT BEING HERINAFTER REFERRED TO AS POINT "B"; THENCE SOUTH 00°47'57" EAST, ALONG SAID WEST LINE, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE AT THE POINT HEREINABOVE REFERRED TO AS POINT "B", AND RUN THENCE NORTH 00°47'57" WEST, ALONG SAID WEST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4, A DISTANCE OF 41.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 108.59 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 6.45 FEET; THENCE NORTH 89°05'29" EAST, A DISTANCE OF 400.00 FEET; THENCE NORTH 00°54'31" WEST, A DISTANCE OF 437.10 FEET TO A POINT ON THE SOUTH LINE OF SAID GREEN LEAF UNIT 4; THENCE SOUTH 89°06'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 507.74 FEET TO THE SOUTHWEST CORNER OF SAID GREEN LEAF UNIT 4; THENCE SOUTH 00°47'57" EAST, ALONG SAID WEST LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4, A DISTANCE OF 443.68 FEET TO THE POINT OF BEGINNING.

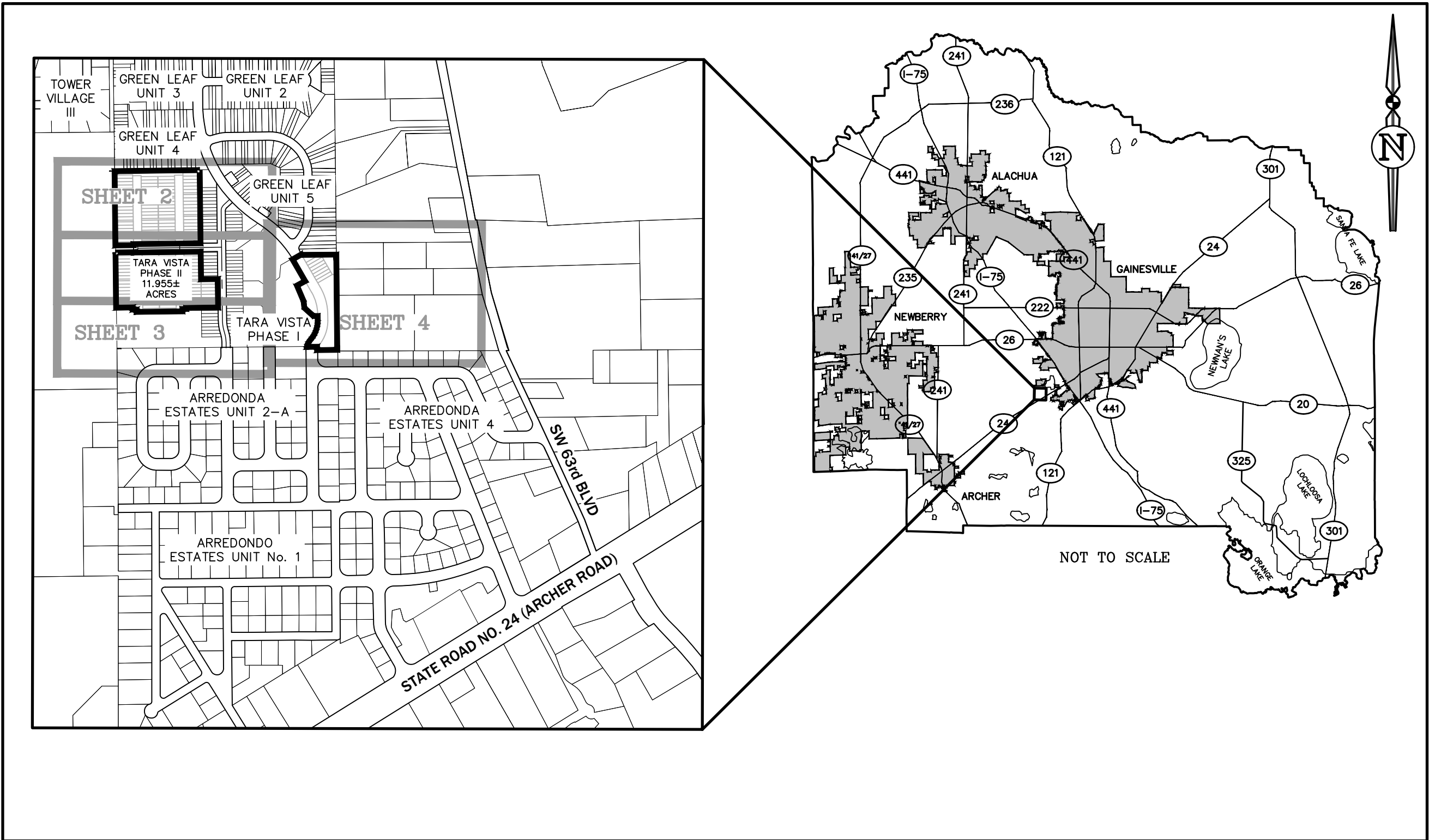
CONTAINING AN AGGREGATE OF 11.955 ACRES, MORE OR LESS.

## GENERAL NOTES

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (SEE NOTE 10) WITH THE NORTH LINE OF ARREDONDA ESTATES UNIT 2-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "G", PAGE 58, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AS BEING SOUTH 89 DEGREES, 05 MINUTES, 29 SECONDS WEST.
- THE ERROR OF CLOSURE OF THE BOUNDARY OF THE HEREON DESCRIBED PROPERTY DOES NOT EXCEED 1/10,000.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THE DISTANCES SHOWN HEREON ARE IN THE HORIZONTAL PLANE AND U.S. SURVEY FOOT.
- TOTAL NUMBER OF RESIDENTIAL LOTS = 157
- TOTAL ACREAGE OF SUBDIVISION = 11.955± ACRES
- ELEVATIONS SHOWN HEREON WERE BASED ON AN ELEVATION OF 70.45 FEET (NAVD 1988 DATUM) ON FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK STATION 175 73 B11. LOCATION AND ELEVATION ARE PER NATIONAL GEODETIC SURVEY DATA SHEET FOR PID AR0405.
- PURSUANT TO CHAPTER 177.091(9) - MONUMENTS WILL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP; UNLESS A MONUMENT ALREADY EXISTS OR CANNOT BE SET DUE TO A PHYSICAL OBSTRUCTION.
- THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (SPC FL N) REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) (2011 ADJUSTMENT) [NAD83(2011)], USING THE U.S. SURVEY FOOT.
- ALL LINES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
- THE SETBACKS SHALL BE CONSISTENT WITH THE ZONING DISTRICT SETBACKS IN CHAPTER 403, UNIFIED LAND DEVELOPMENT CODE, CONTACT THE ALACHUA COUNTY GROWTH MANAGEMENT DEPARTMENT FOR ANY AND ALL SETBACK REQUIREMENTS PRIOR TO BEGINNING LOT CONSTRUCTION.
- THE COMMON AREAS AND PRIVATE DRAINAGE EASEMENTS SHOWN HEREON SHALL BE CONVEYED TO THE { HOME OWNERS ASSOCIATION } FOR OWNERSHIP AND MAINTENANCE BY A SEPARATE DOCUMENT.
- AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO ALACHUA COUNTY OVER ALL PRIVATE DRAINAGE EASEMENTS, PRIVATE STORMWATER TRACTS, AND PRIVATE ROADWAYS FOR EMERGENCY ACCESS AND EMERGENCY MAINTENANCE. THIS EASEMENT IN NO WAY OBLIGATES ALACHUA COUNTY TO TAKE ANY ACTION AND ANY ACTION VOLUNTARILY TAKEN BY ALACHUA COUNTY DOES NOT CREATE A PERMANENT OR CONTINUING OBLIGATION TO MAINTAIN AN EASEMENT.
- HOME CONSTRUCTION ON LOTS 9 THROUGH 64, 79 THROUGH 130, AND 167 THROUGH 174 SHALL REQUIRE BEARING CAPACITY TESTING IN ACCORDANCE WITH FLORIDA BUILDING CODE SECTION 1803.5.2 REGARDING QUESTIONABLE SOILS.

## PURPOSE OF COMMON AREAS

|                    |                                                                                |
|--------------------|--------------------------------------------------------------------------------|
| COMMON AREA No. 1  | BUFFER; OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                 |
| COMMON AREA No. 3  | BUFFER; OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                 |
| COMMON AREA No. 5  | OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                         |
| COMMON AREA No. 6  | OPEN SPACE; PUBLIC ACCESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT |
| COMMON AREA No. 7  | OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                         |
| COMMON AREA No. 8  | OPEN SPACE; PUBLIC ACCESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT |
| COMMON AREA No. 9  | OPEN SPACE; PUBLIC ACCESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT |
| COMMON AREA No. 10 | OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                         |
| COMMON AREA No. 11 | OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                         |
| COMMON AREA No. 12 | OPEN SPACE; PUBLIC ACCESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT |
| COMMON AREA No. 13 | OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                         |
| COMMON AREA No. 14 | OPEN SPACE; PUBLIC ACCESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT |
| COMMON AREA No. 15 | OPEN SPACE; PUBLIC ACCESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT |
| COMMON AREA No. 16 | OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                         |
| COMMON AREA No. 17 | OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                         |
| COMMON AREA No. 25 | OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                         |
| COMMON AREA No. 26 | BUFFER; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT                             |
| COMMON AREA No. 27 | STORMWATER & DRAINAGE; BUFFER; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT      |
| COMMON AREA No. 29 | STORMWATER & DRAINAGE; BUFFER; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT      |



## LOCATION AND KEY MAP

ALACHUA COUNTY, FLORIDA

## OWNER'S CERTIFICATION AND DEDICATION

I, SAYED MOUKHTARA, AS MANAGER OF TARA VISTA, LLC, DO HEREBY CERTIFY THAT TARA VISTA, LLC IS THE OWNER OF THE LANDS DESCRIBED HEREON, AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "TARA VISTA PHASE II"; AND DOES HEREBY DEDICATE TO THE PUBLIC, FOREVER, THE PUBLIC STREETS, PUBLIC RIGHT-OF-WAYS, AND EASEMENTS AS SHOWN HEREON. MAINTENANCE OF STORMWATER FACILITIES AND PRIVATE DRAINAGE EASEMENTS WILL BE THE SOLE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION WITH THE RIGHT TO DISCHARGE STORMWATER RESERVED UNTO THE PUBLIC.

SAYED MOUKHTARA  
MANAGER  
TARA VISTA, LLC

WITNESS

WITNESS

## ACKNOWLEDGEMENT

STATE OF FLORIDA, COUNTY OF ALACHUA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, SAYED MOUKHTARA, AS MANAGER OF TARA VISTA, LLC, AND DID ACKNOWLEDGE TO AND BEFORE ME BY MEANS OF PHYSICAL PRESENCE THAT HE EXECUTED THE ABOVE INSTRUMENT FOR THE USES AND PURPOSES HEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2024.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES \_\_\_\_\_

TYPE OF IDENTIFICATION PRODUCED  
(IF NOT PERSONALLY KNOWN)

## CERTIFICATE AND SIGNATURE FROM COUNTY REPRESENTATIVE

IT IS HEREBY CERTIFIED, THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS PURSUANT TO SECTION 177, PART I, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF SAID CHAPTER, ALSO THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF ALACHUA COUNTY ORDINANCES AND REGULATIONS.

MATTHEW PICKEL, PSM  
COUNTY SURVEYOR  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATION No. 6125

DATE

## CERTIFICATE OF APPROVAL FOR ALACHUA COUNTY, FLORIDA

WE THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF ALACHUA COUNTY'S ORDINANCES AND REGULATIONS:

### ENGINEERING REQUIREMENTS

COUNTY ENGINEER

DATE

### FORM AND LEGALITY

COUNTY ATTORNEY

DATE

APPROVED AND ACCEPTED BY THE ALACHUA  
COUNTY BOARD OF COUNTY COMMISSIONERS

CHAIR / VICE CHAIR  
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

DATE

RECEIVED AND RECORDED ON THIS

DAY OF

A.D. 2024

CLERK

DEPUTY CLERK

## SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS PLAT OF "TARA VISTA PHASE II" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE OF THE DESCRIBED LANDS UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART I OF THE FLORIDA STATUTES.

EDA CONSULTANTS INC.  
720 SW 2ND AVENUE, SOUTH TOWER, SUITE 300, GAINESVILLE, FLORIDA 32601  
FLORIDA CORPORATE CERTIFICATE OF AUTHORIZATION NO. LB 2389  
BY: JARED ROGERS - PROFESSIONAL SURVEYOR AND MAPPER; FLORIDA CERTIFICATE NO. 6687



eda consultants inc.

LB 2389  
720 S.W. 2nd Ave, South Tower, Suite 300  
GAINESVILLE, FLORIDA 32601  
TEL: (352) 373-3541  
www.edafl.com mail@edafl.com



# TARA VISTA PHASE II

NOT FOR FINAL RECORDING

PLAT BOOK \_\_\_\_, PAGE \_\_\_\_

SHEET 2 OF 4

SITUATED IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF SMITHERS SURVEY OF SECTIONS 21 AND 28 TP 10 S, R 19 E, PLAT BOOK "A", PAGE 113, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

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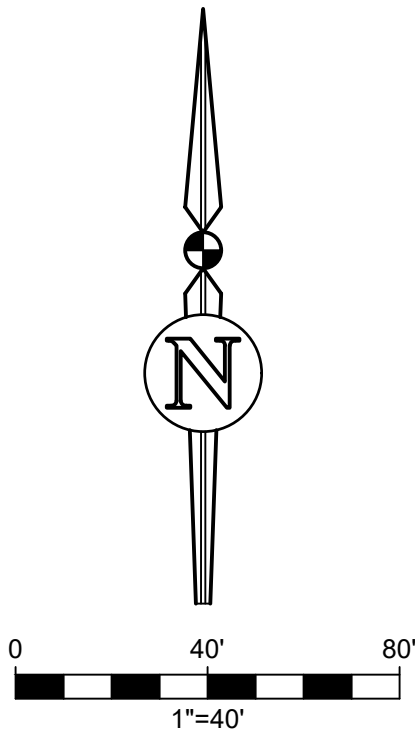
# TARA VISTA PHASE II

NOT FOR FINAL RECORDING

PLAT BOOK \_\_\_\_, PAGE \_\_\_\_

SHEET 3 OF 4

SITUATED IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF SMITHERS SURVEY OF SECTIONS 21 AND 28 TP 10 S, R 19 E, PLAT BOOK "A", PAGE 113, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

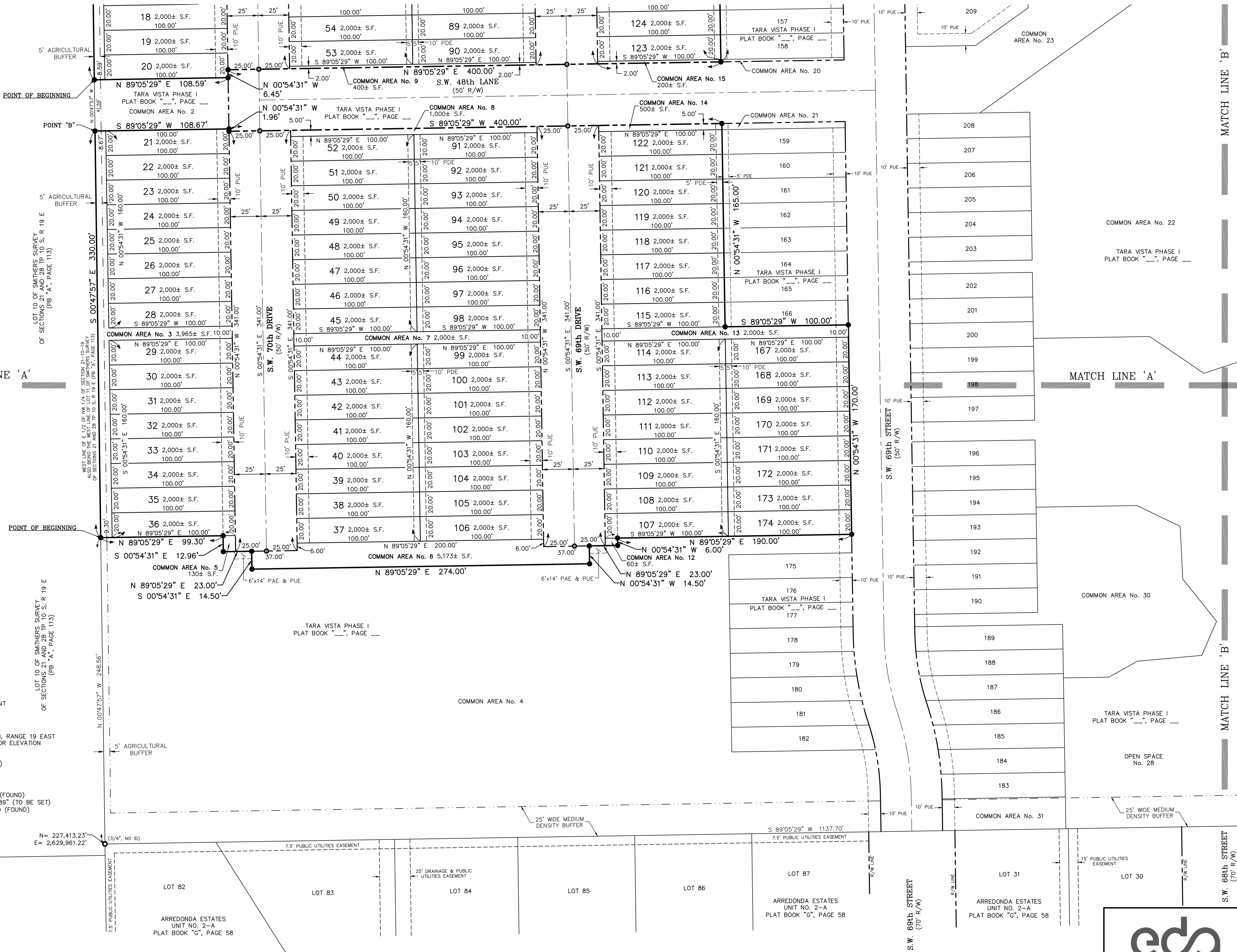


| MINIMUM FINISHED FLOOR ELEVATION |           |
|----------------------------------|-----------|
| LOTS                             | ELEVATION |
| 1-6                              | 98.25'    |
| 7-13                             | 95.95'    |
| 14-20                            | 93.85'    |
| 21-28                            | 91.40'    |
| 29-36                            | 90.05'    |
| 37-44                            | 90.55'    |
| 45-52                            | 92.05'    |
| 53-59                            | 94.00'    |
| 60-65                            | 95.00'    |
| 66-71                            | 98.05'    |
| 72-77                            | 98.05'    |
| 78-83                            | 96.00'    |
| 84-90                            | 94.00'    |
| 91-98                            | 92.05'    |
| 99-106                           | 90.55'    |
| 107-114                          | 90.00'    |
| 115-122                          | 92.05'    |
| 123-130                          | 94.00'    |
| 131-136                          | 95.35'    |
| 137-142                          | 98.40'    |
| 167-174                          | 89.10'    |
| 217-223                          | 88.15'    |

## LEGEND AND ABBREVIATIONS

PSM PROFESSIONAL SURVEYOR AND MAPPER  
LB LICENSED BUSINESS  
R RADIUS  
L ARC LENGTH  
D DELTA (CENTRAL) ANGLE  
CB CHORD BEARING  
CD CHORD DISTANCE  
(R) RADIAL  
(NR) NON-RADIAL  
R/W RIGHT-OF-WAY  
± MORE OR LESS  
I.D. IDENTIFICATION  
MAG CHRISNIK'S BRAND  
N=231668.49 STATE PLANE COORDINATES  
E=2636887.77 (NAD83 - FLORIDA NORTH ZONE)  
CM CONCRETE MONUMENT  
PB PLAT BOOK  
● PERMANENT REFERENCE MONUMENT (PRM) - 5/8" IR/C "PRM LB 2389" (SET)  
● PERMANENT REFERENCE MONUMENT (PRM) - 4"x4" CM - SIZE AND IDENTIFICATION AS NOTED (FOUND)  
● PERMANENT CONTROL POINT (PCP) - MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET)  
○ PERMANENT REFERENCE MONUMENT (PRM) - IRON PIPE - SIZE AND IDENTIFICATION AS NOTED (FOUND)

PAE PUBLIC ACCESS EASEMENT  
PC POINT OF CURVATURE  
PCP PERMANENT CONTROL POINT  
POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING  
PRM PERMANENT REFERENCE MONUMENT  
PT POINT OF TANGENCY  
O.R. OFFICIAL RECORDS BOOK  
PUE PUBLIC UTILITY EASEMENT  
PDE PRIVATE DRAINAGE EASEMENT  
SECTION 22-10-19 SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST  
S.F. SQUARE FEET  
FFE MINIMUM REQUIRED FINISHED FLOOR ELEVATION  
AC. ACRES  
BSL BUILDING SETBACK LINE (TYPICAL)  
GRU GAINESVILLE REGIONAL UTILITIES  
IR/C IRON ROD WITH PLASTIC CAP



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720 S.W. 2nd Ave, South Tower, Suite 300  
GAINESVILLE, FLORIDA 32601  
TEL (352) 373-3541  
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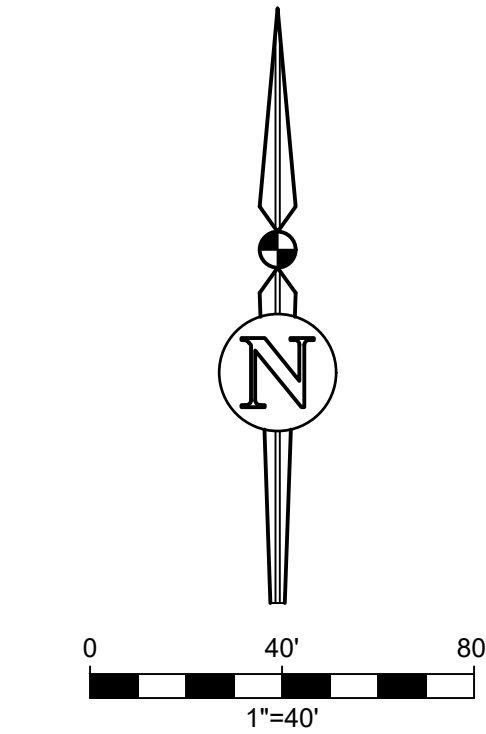
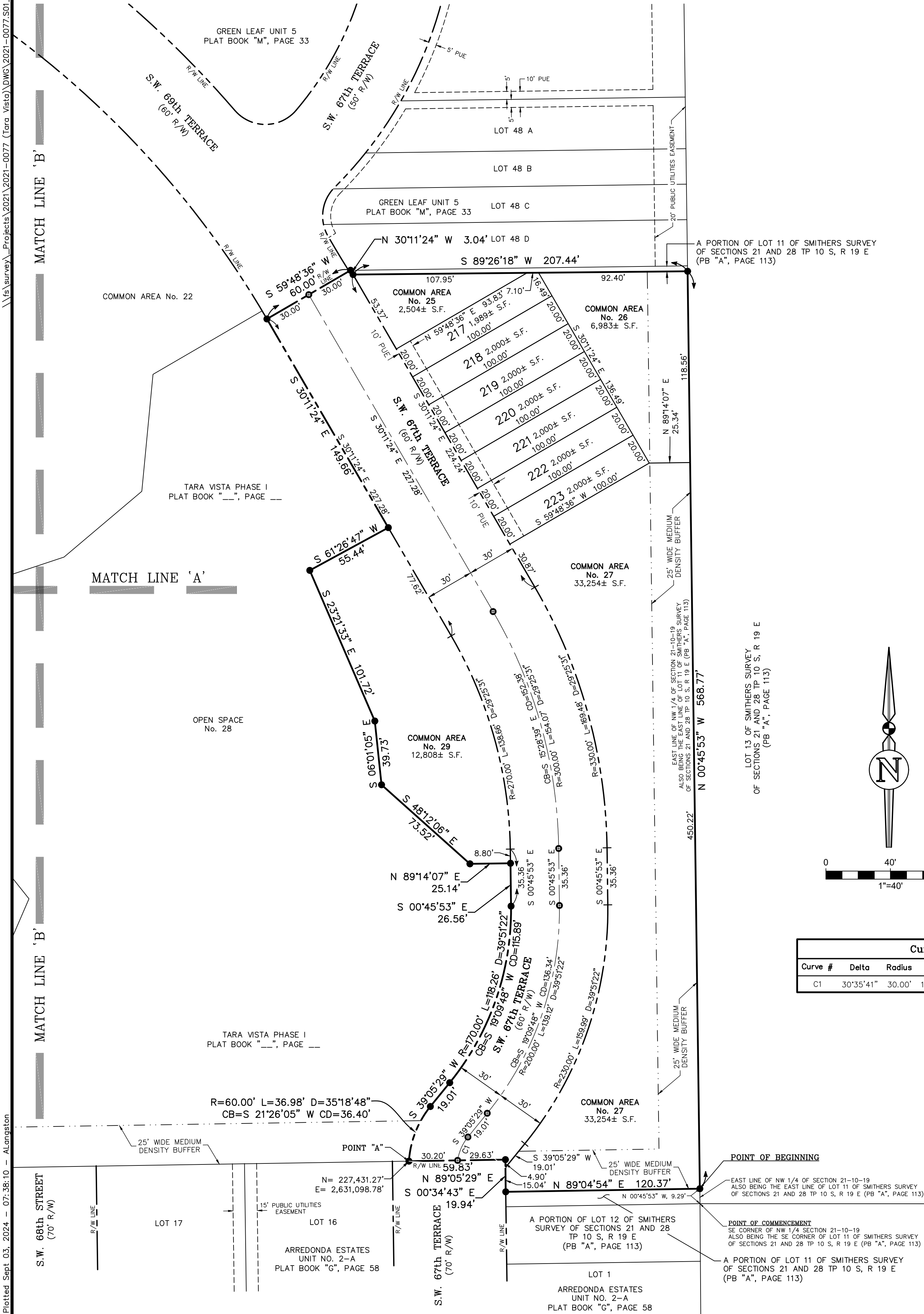


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| Curve Table |           |        |        |        |         |
|-------------|-----------|--------|--------|--------|---------|
| Curve #     | Delta     | Radius | Arc    | Chord  | Tangent |
| C1          | 30°35'41" | 30.00' | 16.02' | 15.83' | 8.21'   |

| MINIMUM FINISHED FLOOR ELEVATION |           |
|----------------------------------|-----------|
| LOTS                             | ELEVATION |
| 1-6                              | 98.25'    |
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| 131-136                          | 96.35'    |
| 137-142                          | 98.40'    |
| 167-174                          | 89.10'    |
| 217-223                          | 88.15'    |

LEGEND AND ABBREVIATIONS

- PSM

LBS

R

L

D

CB

CD

(R)

(NR)

R/W

±

I.D.

MAG

PB
- PROFESSIONAL SURVEYOR AND MAPPER

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MORE OR LESS

IDENTIFICATION

CHRISNIK'S BRAND

N=236887.77 - STATE PLANE COORDINATES

E=263688.77 (NAD83 - FLORIDA NORTH ZONE)

CONCRETE MONUMENT

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- PAC

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PCP

POC

PGB

PRM

PT

O.R.

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SECTION 22-10-19

FFE

S.F.

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IR/C
- PUBLIC ACCESS EASEMENT

POINT OF CURVATURE

PERMANENT CONTROL POINT

POINT OF COMMENCEMENT

POINT OF BEGINNING

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OFFICIAL RECORDS BOOK

PUBLIC UTILITY EASEMENT

PRIVATE DRAINAGE EASEMENT

SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST

MINIMUM REQUIRED FINISHED FLOOR ELEVATION

SQUARE FEET

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BUILDING SETBACK LINE (TYPICAL)

GAINEVILLE REGIONAL UTILITIES

IRON ROD WITH PLASTIC CAP

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## Agenda Item Summary

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**File #: 25-00201**

**Agenda Date: 3/25/2025**

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**Agenda Item Name:**

**Comprehensive Plan Evaluation & Update Notification Letter to State**

**Presenter:**

Ben Chumley, Principal Planner, Growth Management

**Description:**

Request approval of a Chair letter notifying the state land planning agency (Florida Department of Commerce) that updates to the Alachua County Comprehensive Plan will be necessary to reflect changes in state statutory requirements since the last evaluation & update of the Plan in 2018.

This letter is required to be submitted by April 1, 2025 in accordance with subsection 163.3191(1), Florida Statutes and the schedule of due dates for local government comprehensive plan evaluation & appraisal notification published by the Department of Commerce. The County will have one year to transmit the necessary amendments to the Comprehensive Plan for state review.

**Recommended Action:**

Approve the attached letter for signature by the Chair notifying the Florida Department of Commerce that updates to the Alachua County Comprehensive Plan are necessary to reflect changes in state statutory requirements, as required by Sec. 163.3191(1), Florida Statutes.

**Prior Board Motions:**

N/A

**Fiscal Note:**

There is no cost associated with this item.

**Strategic Guide:**

All Other Mandatory and Discretionary Services

**Background:**

Florida Statutes Section 163.3191 requires that, at least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect a minimum planning period of at least 10 years and to reflect changes in state planning requirements since the last update of the comprehensive plan, and to notify the state land planning agency as to its determination. Section 163.3191 Florida Statutes also requires each local government to comprehensively evaluate and, as necessary, update its comprehensive plan to reflect changes in local conditions.

The Florida Department of Commerce establishes due dates for each local government to evaluate its comprehensive plan and notify the State whether any amendments are necessary. Alachua County's due date for making its determination is April 1, 2025.

Staff has evaluated the Alachua County Comprehensive Plan and determined that updates to the Plan will be necessary to reflect changes in state statutory requirements since the last update of the Comprehensive Plan in 2018. The attached letter from the Chair indicates that the County has completed this evaluation and has determined that updates to the Plan will be necessary. The necessary amendments to the Comprehensive Plan must be transmitted for state agency review within 1 year of the County's notification letter.

Alachua County will be updating its Comprehensive Plan beginning in 2025 through 2026. The last major evaluation and update of the Plan was in 2018-2019. The current update will address the requirements of Florida Statutes as well as issues of local interest. This process will involve broad community engagement over the course of the next year.





## **Alachua County Board of County Commissioners**

Charles S. Chestnut, IV, Chair  
Ken Cornell, Vice Chair  
Mary C. Alford  
Anna Prizzia  
Marihelen Wheeler

**Administration**  
Michele L. Lieberman  
County Manager

March 25, 2025

Mr. James Stansbury, Bureau Chief  
Florida Commerce, Bureau of Community Planning and Growth  
107 East Madison Street  
Tallahassee, FL, 32399

### **Re: Alachua County Comprehensive Plan Evaluation and Appraisal Notification**

Dear Mr. Stansbury,

In accordance with Section 163.3191, Florida Statutes, Alachua County has reviewed its Comprehensive Plan and determined that amendments to the Plan will be necessary to reflect changes in state requirements since the last update of the Plan in 2018. The Comprehensive Plan will also be updated based on changes to local conditions.

Alachua County will transmit the necessary amendments to its Comprehensive Plan for review within one year as required by Subsection 163.3191(2), F.S.

For additional information or clarification regarding this Evaluation and Appraisal Notification Letter, please contact:

Ben Chumley, AICP, Principal Planner  
Alachua County Department of Growth Management  
10 SW 2nd Avenue, 3rd Floor  
Gainesville, FL, 32601  
Phone: (352) 374-5249 Email: [bdchumley@alachuacounty.us](mailto:bdchumley@alachuacounty.us)

Sincerely,

Charles S. Chestnut, IV, Chair  
Alachua County Commission  
Chr25.XX

cc: Board of County Commissioners  
Michele L. Lieberman, County Manager  
Sylvia Torres, County Attorney

## ALACHUA COUNTY COMPREHENSIVE PLAN EVALUATION AND UPDATE 2025-2026

### PROJECT SCOPE

Alachua County will be evaluating and updating its Comprehensive Plan beginning in 2025 through 2026. The last major evaluation and update of the Alachua County Comprehensive Plan was in 2018-2019. The current update will address the requirements of Florida Statutes as well as issues of local interest.

Florida Statutes Section 163.3191 requires that:

*At least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect a minimum planning period of at least 10 years as provided in s. 163.3177(5) or to reflect changes in state requirements in this part since the last update of the comprehensive plan, and notify the state land planning agency as to its determination.*

The Florida Department of Commerce establishes due dates for local governments to make their determination as to whether any amendments to the Comprehensive Plan are necessary to reflect changes in state statutory requirements. Alachua County's due date for making its determination is April 1, 2025. If it is determined that amendments to the Comprehensive Plan are needed, those amendments must then be transmitted for state agency review within 1 year of the County's determination letter.

Section 163.3191 Florida Statutes also requires local governments to comprehensively evaluate and, as necessary, update comprehensive plans to reflect changes in local conditions. This might include changes in the County's demographic data, land development trends, new or revised service delivery plans, changing community needs and priorities, intergovernmental planning considerations, or consideration of other planning efforts by the County that are currently underway or have taken place since the last update of the Comprehensive Plan (e.g., Climate Action Plan, Parks Master Plan, Fire Master Plan, Bicycle and Pedestrian Plan, and Forward Focus: Eastern Alachua County).

The following pages provide a scope and timeline for the update of the County's Comprehensive Plan in 2025 and 2026. While this scope provides a general outline of the process, it is anticipated that additional meetings, workshops, and public outreach strategies will be needed on specific local issues or concerns.

## **ALACHUA COUNTY COMPREHENSIVE PLAN EVALUATION AND UPDATE 2025-2026**

### **OUTLINE OF PROCESS AND TIMELINE**

#### **PROCESS INTRODUCTION AND OVERVIEW – FEBRUARY 25, 2025**

BoCC Presentation: Introduction and Overview of Comprehensive Plan Evaluation and Update Process

#### **PART 1: NOTIFICATION LETTER TO STATE (January - April 2025)**

- Staff will review the Comprehensive Plan and identify updates that are necessary to reflect changes in state requirements since the last evaluation and update of the Comprehensive Plan in 2018-2019.
- A letter will be transmitted to State Land Planning Agency with the County's determination whether any Comprehensive Plan updates are necessary to reflect changes in state requirements. This determination is due April 1, 2025.
- **BoCC Action Needed:** Approval of letter to the State Land Planning Agency with the County's determination (**March 25, 2025**)

#### **PART 2: IDENTIFICATION OF LOCAL ISSUES AND AMENDMENTS TO COMPREHENSIVE PLAN (April 2025 – July 2026)**

This part will involve identifying local issues and preparing amendments to the Comprehensive Plan to address state requirements and local issues. Pursuant to the statute, amendments to the Comprehensive Plan that are necessary to reflect changes in state requirements (if any) must be transmitted within 1 year of submitting the County's determination letter described in Part 1 to the State Land Planning Agency. Every effort will be made to transmit all state-required and local issue amendments in one batch within the 1-year timeframe. However, depending on the number and complexity of local issues to be considered, and given the 1-year deadline to transmit the amendments, some of the local issue updates may need to be transmitted separately (whether or not this will be necessary will be determined as the process moves forward).

##### **Part 2a: Scoping of Local Issues (March 2025 – September 2025)**

This part will involve identifying issues of local interest that may be considered as part of the update of the Comprehensive Plan. Staff will seek input on issues to be considered through a broad-based public engagement process, which will include, but is not limited to:

- Board of County Commissioners Workshops
- County Advisory Committee meetings such as:
  - Planning Commission
  - Environmental Protection Advisory Committee (EPAC)
  - Economic Development Advisory Committee (EDAC)
  - Citizen Climate Advisory Committee
  - Equity Advisory Board (EAB)
  - Affordable Housing Advisory Committee (AHAC)
  - Rural Concerns Advisory Committee (RCAC)
  - Alachua County Historical Commission (ACHC)
- Community Workshops
- Public Surveys/Questionnaires
- General publicity via press release, social media, print media, web site, and other available methods
- Attendance at community events
- Meetings with key staff of County departments
- Meetings with interested local organizations

Upon completion of the above local issues scoping, staff will present an outline of potential local issues and Comprehensive Plan updates to the BoCC.

**BoCC Action Needed:** Confirm local issues to be considered for Comprehensive Plan Update (~September 2025)

**Part 2b: Data Collection and Analysis Relating to Issues (May 2025 – September 2025)**

This part will involve compiling relevant data and conducting necessary analysis relating to the local issues identified in the scoping process in Part 2a. This part will also involve reviewing other County planning documents to ensure that the County's Comprehensive Plan accurately reflects those plans. Regional and state plans will also be reviewed to ensure that the County's Comprehensive Plan is not in conflict with those plans.

**Part 2c: Prepare Draft Comprehensive Plan Amendments (September 2025 – January 2026)**

This part will involve preparing draft amendments to the Comprehensive Plan goals, objectives, policies, and maps based on the Scoping process in Part 2a and the data gathered in Part 2b. Public input and comment on draft changes will be solicited through various methods such as:

- BoCC workshop discussions
- County Advisory Committee discussions

- Meetings with interested local organizations
- Sharing draft changes with the public at large and providing opportunities for input and comment.
- General publicity about the availability of draft changes via press releases, social media, web site, and other available methods.

**Part 2d: Public Hearings on Transmittal of Proposed Comprehensive Plan Amendments (January 2026 – March 2026)**

- Alachua County Planning Commission Public Hearing (Jan-Feb 2026)
- Board of County Commissioners Public Hearing (Feb-March 2026)

**Part 2e: State Agency Review (March 2026 – May 2026)**

Pursuant to Florida Statutes, proposed Comprehensive Plan amendments that are transmitted by the local government for state agency review are processed through the State Coordinated Review process. Under this process, the various state reviewing agencies have 30 days to provide comments to the State Land Planning Agency (Department of Commerce), which then has 60 days to review the Plan amendments and issue an Objections, Recommendations, and Comments Report to the local government. In total, this review will take about 90 days to complete.

**Part 2f: BoCC Public Hearing on Adoption of Comprehensive Plan Amendments (~July 2026)**

The BoCC must hold a public hearing to consider final adoption of the proposed Comprehensive Plan amendments by ordinance within 180 days of receipt of the State's Objections, Recommendations, and Comments Report.



## Agenda Item Summary

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**File #:** 25-00197

**Agenda Date:** [Publish Date]

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**Agenda Item Name:**

**Fiscal Year (FY) 2025 Revisions to the Non-Bargaining Pay Plan add Public Works GIS Coordinator**

**Presenter:**

Heather Akpan, Assistant County Manager, Chief Transformation Officer, Human Resources, 352-337-6165

**Description:**

The Public Works Geographic Information System (GIS) Coordinator is a reclassification of an existing GIS Specialist Position.

**Recommended Action:**

Request approval of the Fiscal Year 2025 revisions to the Non-Bargaining Pay Plan.

**Prior Board Motions:**

The additions of classifications or changes to salary ranges on any of the Pay Plans must be approved by the Board of County Commissioners.

**Fiscal Note:**

The Public Works GIS Coordinator is a (re)classification of an existing position; it is a filled position that will result in an hourly increase from \$ 25.6888 to 35.3981.

**Strategic Guide:**

All Other Mandatory and Discretionary Services

**Background:**

(1) Reclassification:

From: Position Title: GIS Specialist; Exempt/Non-Exempt: Non-Exempt; Pay Grade: NBR 14 Hourly Rate: \$ 25.6888 to \$ 40.6722; Annual Rate: \$ 53,432.70 to \$ 84,598.18

To: Position Title: Public Works GIS Coordinator; Exempt/Non-Exempt: Exempt; Pay Grade: NBR 20 Hourly Rate: \$ 35.3981 to \$ 56.1125; Annual Rate: \$ 73,628.05 to \$ 116,714.00.

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                           | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|---------------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 2234       | 911 GIS COORDINATOR                   | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 3011       | 911 SPECIALIST                        | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |
| 2220       | 988 & CRISIS LINE PROGRAM SUPV        | NBR | 15    | Y         | \$ 27.0504          | \$ 42.8279          | \$ 2,164.03      | \$ 3,426.23      | \$ 56,264.83   | \$ 89,082.03   |
| 6252       | ACCOUNTING CLERK                      | NBR | 5     | N         | \$ 18.8150          | \$ 23.9562          | \$ 1,505.20      | \$ 1,916.50      | \$ 39,135.20   | \$ 49,828.90   |
| 2079       | ACCREDITATION & GRANTS MANAGER        | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 5100       | ADMIN ASST                            | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 5106       | ADMIN COORD                           | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 2312       | ADMINISTRATIVE MANAGER                | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 5230       | AGENDA COORD                          | NBR | 13    | Y         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 2104       | AGRICULTURAL ECONOMIC DEV COORD       | NBR | 16    | N         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 4021       | ANIMAL INVEST OFCR                    | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |
| 3061       | ANIMAL RESCUE/ BEHAVIOR COORD         | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 4022       | ANIMAL RESOURCES & CARE DISPATCH OFCR | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 4020       | ANIMAL RESOURCES & CARE OFCR          | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 3060       | ANIMAL RESOURCES & CARE SUPV          | NBR | 15    | Y         | \$ 27.0504          | \$ 42.8279          | \$ 2,164.03      | \$ 3,426.23      | \$ 56,264.83   | \$ 89,082.03   |
| 1215       | APPLICATIONS MGR                      | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 2142       | APPLICATIONS SUPV                     | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 3163       | ARBORIST                              | NBR | 17    | N         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                    | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|--------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 6205       | ASSESSMENT TECH                | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 2284       | ASSOCIATE PLANNER              | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 1742       | ASST BUILDING OFFICIAL         | NBR | 20    | N         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 1501       | ASST CHIEF                     | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 1548       | ASST CO ATTORNEY               | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 1502       | ASST DIR/ EMERGENCY MGMT       | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 1342       | ASST DIR/ADMIN AND SUPPORT SVC | NBR | 25    | Y         | \$ 45.8268          | \$ 72.6445          | \$ 3,666.14      | \$ 5,811.56      | \$ 95,319.74   | \$ 151,100.56  |
| 1117       | ASST DIR/COMM SUPPORT SVCS     | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 1150       | ASST DIR/COURT SVS             | NBR | 25    | Y         | \$ 45.8268          | \$ 72.6445          | \$ 3,666.14      | \$ 5,811.56      | \$ 95,319.74   | \$ 151,100.56  |
| 1121       | ASST DIR/FACILITIES MGMT       | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 1116       | ASST DIR/ITS                   | NBR | 26    | Y         | \$ 48.2555          | \$ 78.8125          | \$ 3,860.44      | \$ 6,305.00      | \$ 100,371.44  | \$ 163,930.00  |
| 2620       | ASST EMERGENCY MGR             | NBR | 19    | Y         | \$ 33.6164          | \$ 53.2884          | \$ 2,689.31      | \$ 4,263.07      | \$ 69,922.11   | \$ 110,839.87  |
| 1785       | ASST ENVIRONMENTAL PARK MGR    | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 1214       | ASST PUBLIC WORKS DIR          | NBR | 26    | Y         | \$ 48.2555          | \$ 78.8125          | \$ 3,860.44      | \$ 6,305.00      | \$ 100,371.44  | \$ 163,930.00  |
| 2096       | ASST RISK MANAGER              | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 1590       | ASST ROAD SUPT                 | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 1780       | ASST TRANS STAT MGR            | NBR | 15    | Y         | \$ 27.0504          | \$ 42.8279          | \$ 2,164.03      | \$ 3,426.23      | \$ 56,264.83   | \$ 89,082.03   |
| 8025       | ATHLETIC FIELD SPECIALIST      | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |



**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                     | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|---------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 3145       | AUTOCAD TECHNICIAN              | NBR | 14    | N         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 2211       | BROADBAND DATA MANAGEMENT COORD | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 1558       | BROADBAND PROJECT MANAGER       | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 2084       | BUDGET ANALYST                  | NBR | 14    | Y         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 2085       | BUDGET MANAGER                  | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 8005       | BUILDING ATTENDANT              | NBR | 2     | N         | \$ 18.0000          | \$ 20.5177          | \$ 1,440.00      | \$ 1,641.42      | \$ 37,440.00   | \$ 42,676.82   |
| 3181       | BUILDING INSPECTOR I            | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 3182       | BUILDING INSPECTOR II           | NBR | 16    | N         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 3183       | BUILDING INSPECTOR III          | NBR | 17    | N         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 3184       | BUILDING INSPECTOR IV           | NBR | 18    | N         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 3320       | BUILDING MAINT SUPV             | NBR | 14    | N         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 7050       | BUILDING MECHANIC               | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |
| 1740       | BUILDING OFFICIAL               | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 2995       | BUILDING SERVICES COORD         | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 7051       | BUILDINGS & GROUNDS MAINT COORD | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |
| 2619       | BUREAU CHIEF/COMM               | NBR | 21    | Y         | \$ 37.2739          | \$ 59.0866          | \$ 2,981.91      | \$ 4,726.93      | \$ 77,529.71   | \$ 122,900.13  |
| 3147       | CAD SURVEY TECHNICIAN           | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 3066       | CALL CTR INTERVENTIONIST        | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                         | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|-------------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 1178       | CAPITAL & PRESERVATION PROJ SUPV    | NBR | 19    | Y         | \$ 33.6164          | \$ 53.2884          | \$ 2,689.31      | \$ 4,263.07      | \$ 69,922.11   | \$ 110,839.87  |
| 3150       | CAPITAL PROJ COORD                  | NBR | 18    | Y         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 2400       | CASE MANAGER I                      | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |
| 2401       | CASE MANAGER II                     | NBR | 14    | N         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 2402       | CASE MANAGER III                    | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 7047       | CHILLER MECHANIC                    | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 1555       | CIVIL ENGINEER I                    | NBR | 19    | Y         | \$ 33.6164          | \$ 53.2884          | \$ 2,689.31      | \$ 4,263.07      | \$ 69,922.11   | \$ 110,839.87  |
| 1556       | CIVIL ENGINEER II                   | NBR | 21    | Y         | \$ 37.2739          | \$ 59.0866          | \$ 2,981.91      | \$ 4,726.93      | \$ 77,529.71   | \$ 122,900.13  |
| 1557       | CIVIL ENGINEER III                  | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 2100       | CLAIMS ADJUSTER                     | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 1560       | CLIENT SERVICES SUPERVISOR          | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 2273       | CLIMATE SPECIALIST                  | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2244       | CLINICAL COMMUNITY SPECIALIST       | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2327       | CLINICAL DATA MGMT SUPV             | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2245       | CLINICAL FORENSIC SOC WRKR          | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2222       | CLINICAL STANDARDS COORD            | NBR | 18    | Y         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 2331       | CLINICAL SUPERVISOR                 | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 1730       | CODE ADMINISTRATION OFFICE DIRECTOR | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                       | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|-----------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 3205       | CODE OFFICER                      | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |
| 3139       | CODE SUPERVISOR                   | NBR | 14    | N         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 2305       | COLL CTR OPR SUPV                 | NBR | 15    | Y         | \$ 27.0504          | \$ 42.8279          | \$ 2,164.03      | \$ 3,426.23      | \$ 56,264.83   | \$ 89,082.03   |
| 2344       | COMM SVC COURT COMPLIANCE OFFICER | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 2338       | COMM SVC FIELD COMPL SPEC         | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |
| 3041       | COMMUNICATIONS SPEC               | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 5240       | COMMUNITY SVC ASST                | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 2333       | COMMUNITY SVCS SUPV               | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 1610       | CONST INSPECT SUPT                | NBR | 19    | Y         | \$ 33.6164          | \$ 53.2884          | \$ 2,689.31      | \$ 4,263.07      | \$ 69,922.11   | \$ 110,839.87  |
| 3148       | CONST INSPECTOR                   | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 3151       | CONTRACT/PROJ COORD               | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 2090       | CONTRACTS SUPERVISOR              | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 4060       | CORR COUNSELOR I                  | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 4061       | CORR COUNSELOR II                 | NBR | 16    | N         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 4041       | CORR OFFICER                      | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |
| 1211       | COUNTY ENGINEER                   | NBR | 27    | Y         | \$ 50.8133          | \$ 82.9895          | \$ 4,065.06      | \$ 6,639.16      | \$ 105,691.66  | \$ 172,618.16  |
| 2063       | COUNTY SURVEYOR                   | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 2356       | COURT OFFICER                     | NBR | 14    | Y         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                           | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|---------------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 6128       | COURT SERVICES ASSISTANT              | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 2347       | CRIMINAL JUSTICE LIAISON              | NBR | 19    | Y         | \$ 33.6164          | \$ 53.2884          | \$ 2,689.31      | \$ 4,263.07      | \$ 69,922.11   | \$ 110,839.87  |
| 2346       | CRIMINAL JUSTICE SYS SPEC             | NBR | 18    | N         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 2197       | CRIMINAL JUSTICE SYSTEMS SECURITY MGR | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 2221       | CRISIS CTR COORD                      | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 1406       | CRISIS CTR DIR                        | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 2225       | CRISIS CTR PROJECT COORD              | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2226       | CRISIS CTR TRAINER                    | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 1176       | CRITICAL FACILITIES MANAGER           | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 1537       | CUSCOWILLA MANAGER                    | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 8022       | CUSTODIAN                             | NBR | 2     | N         | \$ 18.0000          | \$ 20.5177          | \$ 1,440.00      | \$ 1,641.42      | \$ 37,440.00   | \$ 42,676.82   |
| 2152       | DATABASE ADMINISTRATOR                | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 2149       | DATABASE ANALYST                      | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2199       | DEPT PROGRAM ANALYST                  | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 1427       | DEPUTY CHIEF OF FIRE RESCUE           | NBR | 26    | Y         | \$ 48.2555          | \$ 78.8125          | \$ 3,860.44      | \$ 6,305.00      | \$ 100,371.44  | \$ 163,930.00  |
| 1415       | DEV REVIEW MANAGER                    | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 1811       | DIRECTOR OF EMERGENCY MGMT            | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 2600       | DIVISION CHIEF/FIRE MARSHAL           | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                          | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|--------------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 2605       | DIVISION CHIEF/LOGISTICS             | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2328       | DRUG COURT SUPERVISOR                | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 3250       | DRUG TEST TECHNICIAN                 | NBR | 7     | N         | \$ 19.3450          | \$ 27.4482          | \$ 1,547.60      | \$ 2,195.86      | \$ 40,237.60   | \$ 57,092.26   |
| 985        | ECONOMIC DEV & FOOD SYSTEMS MGR      | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 2322       | EDUCATION VOLUNTEER & OUTREACH COORD | NBR | 14    | Y         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 2180       | E-LEARNING INSTRUCTIONAL DESIGNER    | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 7049       | ELECTRICIAN                          | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 2358       | ELECTRONIC MONIT OFFCR               | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2303       | EMERG MGMT COORD                     | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2267       | EMPLOYEE & LABOR REL MGR             | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2094       | EMPLOYEE BENEFITS ANALYST            | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2258       | EMPLOYEE LEAVE COORDINATOR           | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 3143       | ENGINEERING TECH                     | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |
| 1460       | ENVIRON ENGINEER                     | NBR | 21    | Y         | \$ 37.2739          | \$ 59.0866          | \$ 2,981.91      | \$ 4,726.93      | \$ 77,529.71   | \$ 122,900.13  |
| 1428       | ENVIRON PRGRM MGR                    | NBR | 25    | Y         | \$ 45.8268          | \$ 72.6445          | \$ 3,666.14      | \$ 5,811.56      | \$ 95,319.74   | \$ 151,100.56  |
| 1466       | ENVIRON PROF ENGR                    | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 1465       | ENVIRON PROG SUPV                    | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 2032       | ENVIRONMENTAL SPECIALIST             | NBR | 12    | Y         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                                        | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|----------------------------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 1227       | EQUAL OPPOR MANAGER                                | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 1703       | EQUAL OPPORTUNITY ANALYST                          | NBR | 18    | Y         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 2275       | EQUAL OPPORTUNITY SPECIALIST                       | NBR | 13    | Y         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 9016       | EQUESTRIAN CTR MAINT WKR                           | NBR | 6     | N         | \$ 19.0800          | \$ 25.2256          | \$ 1,526.40      | \$ 2,018.05      | \$ 39,686.40   | \$ 52,469.25   |
| 7011       | EQUIP OPER I                                       | NBR | 4     | N         | \$ 18.5500          | \$ 22.7504          | \$ 1,484.00      | \$ 1,820.03      | \$ 38,584.00   | \$ 47,320.83   |
| 7012       | EQUIP OPER II                                      | NBR | 6     | N         | \$ 19.0800          | \$ 25.2256          | \$ 1,526.40      | \$ 2,018.05      | \$ 39,686.40   | \$ 52,469.25   |
| 7013       | EQUIP OPER III                                     | NBR | 8     | N         | \$ 19.6100          | \$ 28.9027          | \$ 1,568.80      | \$ 2,312.22      | \$ 40,788.80   | \$ 60,117.62   |
| 7010       | EQUIP OPR/TRANS STA                                | NBR | 3     | N         | \$ 18.2850          | \$ 21.6052          | \$ 1,462.80      | \$ 1,728.42      | \$ 38,032.80   | \$ 44,938.82   |
| 1015       | EQUITY & COMM OUTREACH MANAGER                     | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 2138       | ERP SYSTEMS ADMINISTRATOR                          | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 1475       | ERP SYSTEMS MANAGER                                | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 5200       | EXECUTIVE ASSISTANT                                | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 2920       | EXECUTIVE COORDINATOR                              | NBR | 15    | Y         | \$ 27.0504          | \$ 42.8279          | \$ 2,164.03      | \$ 3,426.23      | \$ 56,264.83   | \$ 89,082.03   |
| 6233       | EXECUTIVE LEGAL ASSISTANT                          | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 1017       | EXECUTIVE LIAISON-PUB SAFETY & COMMUNITY RELATIONS | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 2313       | EXECUTIVE MANAGER                                  | NBR | 18    | Y         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 5210       | EXECUTIVE STAFF ASST                               | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 2210       | FACILITIES DATA MGMT COORD                         | NBR | 18    | Y         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                   | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|-------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 8003       | FACILITIES JANITORIAL SUPV    | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |
| 8004       | FACILITIES LANDSCAPE SUPV     | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |
| 2990       | FACILITIES MAINT COORD        | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 1177       | FACILITIES MANAGER            | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 3154       | FACILITIES PRESERV PROJ COORD | NBR | 18    | Y         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 8001       | FACILITIES READINESS SPEC     | NBR | 8     | N         | \$ 19.6100          | \$ 28.9027          | \$ 1,568.80      | \$ 2,312.22      | \$ 40,788.80   | \$ 60,117.62   |
| 7000       | FACILITIES SUPV               | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |
| 2082       | FIN MGMT ANALYST              | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2139       | FINANCIAL SYSTEMS ADMIN       | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 5090       | FISCAL ASSISTANT              | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |
| 1448       | FISCAL MANAGER                | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 1447       | FISCAL SUPERVISOR             | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 1129       | FLEET MANAGER                 | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 7081       | FLEET SERVICES COORDINATOR    | NBR | 18    | Y         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 7055       | FLEET TECHNICIAN              | NBR | 50    | N         | \$ 22.0014          | \$ 52.2514          | \$ 1,760.11      | \$ 4,180.11      | \$ 45,762.91   | \$ 108,682.91  |
| 3161       | FORESTER/LANDSC INSP          | NBR | 14    | Y         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 2115       | GIS ANALYST                   | NBR | 16    | N         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2230       | GIS COORDINATOR               | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                 | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|-----------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 1446       | GIS MANAGER                 | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 2011       | GIS SPECIALIST              | NBR | 14    | N         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 2080       | GRANTS/CONT ADMINISTRATOR   | NBR | 19    | Y         | \$ 33.6164          | \$ 53.2884          | \$ 2,689.31      | \$ 4,263.07      | \$ 69,922.11   | \$ 110,839.87  |
| 2087       | GRANTS/CONTRACTS SPEC       | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 8000       | HAZ MATERIAL ATTEND         | NBR | 4     | N         | \$ 18.5500          | \$ 22.7504          | \$ 1,484.00      | \$ 1,820.03      | \$ 38,584.00   | \$ 47,320.83   |
| 2365       | HOMELESS OUTREACH COORD     | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 3162       | HORTICULTURIST              | NBR | 14    | Y         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 1221       | HOUSEHOLD HAZ WASTE COORD   | NBR | 19    | Y         | \$ 33.6164          | \$ 53.2884          | \$ 2,689.31      | \$ 4,263.07      | \$ 69,922.11   | \$ 110,839.87  |
| 1433       | HOUSING PROG MANAGER        | NBR | 21    | Y         | \$ 37.2739          | \$ 59.0866          | \$ 2,981.91      | \$ 4,726.93      | \$ 77,529.71   | \$ 122,900.13  |
| 2403       | HOUSING RESOURCES COORD     | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |
| 2065       | HOUSING STRATEGIC DEV COORD | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 2260       | HR ANALYST                  | NBR | 13    | Y         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 6172       | HR ASSOCIATE                | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 2264       | HR BUSINESS PARTNER         | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 2261       | HR GENERALIST               | NBR | 15    | Y         | \$ 27.0504          | \$ 42.8279          | \$ 2,164.03      | \$ 3,426.23      | \$ 56,264.83   | \$ 89,082.03   |
| 2268       | HR MANAGER                  | NBR | 21    | Y         | \$ 37.2739          | \$ 59.0866          | \$ 2,981.91      | \$ 4,726.93      | \$ 77,529.71   | \$ 122,900.13  |
| 2263       | HR SPECIALIST               | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 7046       | HVAC MECHANIC               | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |



**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                         | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|-------------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 2107       | IMMIGRANT & LANGUAGE SERVICES COORD | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 1434       | IMPACT FEE ADMIN                    | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 1461       | IT SECURITY & TELECOM MGR           | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 2372       | JAIL POPULATION MANAGER             | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 8002       | KENNEL TECHNICIAN                   | NBR | 4     | N         | \$ 18.5500          | \$ 22.7504          | \$ 1,484.00      | \$ 1,820.03      | \$ 38,584.00   | \$ 47,320.83   |
| 9018       | LANDSCAPE MAINT WKR                 | NBR | 4     | N         | \$ 18.5500          | \$ 22.7504          | \$ 1,484.00      | \$ 1,820.03      | \$ 38,584.00   | \$ 47,320.83   |
| 6232       | LEGAL ASSISTANT                     | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 7041       | MAINTENANCE SUPV I                  | NBR | 8     | N         | \$ 19.6100          | \$ 28.9027          | \$ 1,568.80      | \$ 2,312.22      | \$ 40,788.80   | \$ 60,117.62   |
| 7042       | MAINTENANCE SUPV II                 | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |
| 7043       | MAINTENANCE SUPV III                | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 8021       | MAINTENANCE WORKER                  | NBR | 4     | N         | \$ 18.5500          | \$ 22.7504          | \$ 1,484.00      | \$ 1,820.03      | \$ 38,584.00   | \$ 47,320.83   |
| 2304       | MARKETING & EVENTS COORDINATOR      | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2302       | MATERIAL RECOVERY FACILITY MGR      | NBR | 18    | Y         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 6200       | MEDICAL BILL TECH                   | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 2075       | MEDICAL BILLING MANAGER             | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 5601       | MEDICAL BILLING SPECIALIST          | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 5190       | MEDICAL BILLING SUPV                | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 5325       | MEDICAL TRANSFER COORDINATOR        | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                    | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|--------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 2370       | MENTAL HEALTH COUNSELOR        | NBR | 15    | Y         | \$ 27.0504          | \$ 42.8279          | \$ 2,164.03      | \$ 3,426.23      | \$ 56,264.83   | \$ 89,082.03   |
| 2223       | MOBILE RESPONSE TEAM COORD     | NBR | 18    | Y         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 3065       | MOBILE RESPONSE TEAM PEER SPEC | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 2243       | MOBILE RESPONSE TEAM SPEC      | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2825       | MULTIMEDIA COORDINATOR         | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 1409       | NETWORK MANAGER                | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 2148       | NETWORK SEC ANALYST            | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2144       | NETWORK SPECIALIST             | NBR | 18    | N         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 2132       | NETWORK SUPV                   | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 2143       | NETWORK SYST ANALYST           | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2102       | OCC HEALTH & WELLNESS COORD    | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 1444       | OFC OF VICT SERV DIR           | NBR | 21    | Y         | \$ 37.2739          | \$ 59.0866          | \$ 2,981.91      | \$ 4,726.93      | \$ 77,529.71   | \$ 122,900.13  |
| 6180       | OFFICE ASSISTANT               | NBR | 3     | N         | \$ 18.2850          | \$ 21.6052          | \$ 1,462.80      | \$ 1,728.42      | \$ 38,032.80   | \$ 44,938.82   |
| 2212       | OMB DATA ANALYST COORD         | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 2088       | OPERATIONAL PERF ANALYST       | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 6131       | PARALEGAL                      | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |
| 4010       | PARK RANGER                    | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 1535       | PARKS & OPEN SPACE MANAGER     | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|----------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 9017       | PARKS MAINTENANCE WORKER   | NBR | 6     | N         | \$ 19.0800          | \$ 25.2256          | \$ 1,526.40      | \$ 2,018.05      | \$ 39,686.40   | \$ 52,469.25   |
| 7045       | PARKS SUPERVISOR           | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |
| 6183       | PARKS SVC/RENTAL ASSISTANT | NBR | 5     | N         | \$ 18.8150          | \$ 23.9562          | \$ 1,505.20      | \$ 1,916.50      | \$ 39,135.20   | \$ 49,828.90   |
| 6293       | PARTS COORD                | NBR | 6     | N         | \$ 19.0800          | \$ 25.2256          | \$ 1,526.40      | \$ 2,018.05      | \$ 39,686.40   | \$ 52,469.25   |
| 6350       | PARTS MANAGER              | NBR | 8     | N         | \$ 19.6100          | \$ 28.9027          | \$ 1,568.80      | \$ 2,312.22      | \$ 40,788.80   | \$ 60,117.62   |
| 6340       | PERMIT TECHNICIAN          | NBR | 7     | N         | \$ 19.3450          | \$ 27.4482          | \$ 1,547.60      | \$ 2,195.86      | \$ 40,237.60   | \$ 57,092.26   |
| 1471       | PETROLEUM CONTRACTS SUPV   | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2281       | PLANNER                    | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 6224       | PLANNING ASSISTANT         | NBR | 8     | N         | \$ 19.6100          | \$ 28.9027          | \$ 1,568.80      | \$ 2,312.22      | \$ 40,788.80   | \$ 60,117.62   |
| 3171       | PLANS EXAMINER I           | NBR | 14    | N         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 3172       | PLANS EXAMINER II          | NBR | 15    | N         | \$ 27.0504          | \$ 42.8279          | \$ 2,164.03      | \$ 3,426.23      | \$ 56,264.83   | \$ 89,082.03   |
| 3173       | PLANS EXAMINER III         | NBR | 16    | N         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 3174       | PLANS EXAMINER IV          | NBR | 18    | N         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 7048       | PLUMBER                    | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 4015       | PRESERVE RANGER            | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 2334       | PRETRIAL OFFICER           | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |
| 2339       | PRETRIAL SERV SUPV         | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2345       | PRETRL REL ASMT SPEC       | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title               | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|---------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 1432       | PRINCIPAL PLANNER         | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 2350       | PROBATION OFFICER         | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |
| 2332       | PROBATION SUPV            | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2860       | PROCUREMENT AGENT I       | NBR | 14    | Y         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 2861       | PROCUREMENT AGENT II      | NBR | 15    | Y         | \$ 27.0504          | \$ 42.8279          | \$ 2,164.03      | \$ 3,426.23      | \$ 56,264.83   | \$ 89,082.03   |
| 2862       | PROCUREMENT AGENT III     | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 1226       | PROCUREMENT MANAGER       | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 2863       | PROCUREMENT SPECIALIST    | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 2272       | PROCUREMENT SUPERVISOR    | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2810       | PROD COORD/PRODUCER       | NBR | 14    | N         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 1467       | PROF GEOLOGIST            | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 2300       | PROGRAM COORDINATOR       | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 2355       | PROGRAM MANAGER           | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2248       | PROGRAM SPECIALIST        | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 5260       | PROGRAM/INTAKE SPECIALIST | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 3080       | PROGRAMMER                | NBR | 14    | N         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 2130       | PROGRAMMER/ANALYST        | NBR | 17    | N         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 2224       | PROJECT COORDINATOR       | NBR | 14    | Y         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                                   | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|-----------------------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 2141       | PROJECT LEADER                                | NBR | 21    | Y         | \$ 37.2739          | \$ 59.0866          | \$ 2,981.91      | \$ 4,726.93      | \$ 77,529.71   | \$ 122,900.13  |
| 2308       | PUBL ED PROG COORD                            | NBR | 14    | Y         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 2055       | PUBLIC INFO OFFICER                           | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 5046       | PUBLIC INFO SPEC                              | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 2925       | PUBLIC RECORDS COORD                          | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 2153       | PUBLIC WORKS DATABASE ADMINISTRATOR           | NBR | 21    | Y         | \$ 37.2739          | \$ 59.0866          | \$ 2,981.91      | \$ 4,726.93      | \$ 77,529.71   | \$ 122,900.13  |
| 2236       | PUBLIC WORKS GIS COORDINATOR                  | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 1213       | PWD DEV PROGRAM MANAGER                       | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 2232       | RADIO SYSTEMS MANAGER                         | NBR | 21    | Y         | \$ 37.2739          | \$ 59.0866          | \$ 2,981.91      | \$ 4,726.93      | \$ 77,529.71   | \$ 122,900.13  |
| 2061       | REAL PROPERTY COORD                           | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 6185       | RECORDS TECHNICIAN                            | NBR | 6     | N         | \$ 19.0800          | \$ 25.2256          | \$ 1,526.40      | \$ 2,018.05      | \$ 39,686.40   | \$ 52,469.25   |
| 2361       | RESIDENTIAL TREATMENT COUNSELOR               | NBR | 13    | Y         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 2363       | RESIDENTIAL TREATMENT COUNSELOR-CLINICAL LEAD | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2411       | RESIDENTIAL TREATMENT COUNSELOR-OPS LEAD      | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 5060       | RESIDENTIAL TREATMENT TECHNICIAN              | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |
| 3053       | RIGHT OF WAY SPEC                             | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |
| 2840       | RISK MANAGEMENT SPECIALIST                    | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 1405       | RISK MANAGER                                  | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                          | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|--------------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 9011       | ROAD MAINTENANCE TECH I              | NBR | 2     | N         | \$ 18.0000          | \$ 20.5177          | \$ 1,440.00      | \$ 1,641.42      | \$ 37,440.00   | \$ 42,676.82   |
| 9012       | ROAD MAINTENANCE TECH II             | NBR | 3     | N         | \$ 18.2850          | \$ 21.6052          | \$ 1,462.80      | \$ 1,728.42      | \$ 38,032.80   | \$ 44,938.82   |
| 1600       | ROAD SUPERINTENDENT                  | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 2098       | SAFE/LOSS CTL SPEC                   | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 2105       | SAFETY OFFICER                       | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 2811       | SOCIAL MEDIA & CONTENT SPEC          | NBR | 14    | N         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 2250       | SOCIAL SVCS COORD                    | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |
| 1425       | SOCIAL SVCS PROG DIR                 | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 9031       | SOLID WASTE ATTEND                   | NBR | 3     | N         | \$ 18.2850          | \$ 21.6052          | \$ 1,462.80      | \$ 1,728.42      | \$ 38,032.80   | \$ 44,938.82   |
| 7017       | SOLID WASTE IND MECHANIC             | NBR | 13    | N         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 7016       | SOLID WASTE OPERATOR                 | NBR | 8     | N         | \$ 19.6100          | \$ 28.9027          | \$ 1,568.80      | \$ 2,312.22      | \$ 40,788.80   | \$ 60,117.62   |
| 2156       | SOLID WASTE PROF ENG                 | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 6253       | SR ACCOUNTING CLERK                  | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 2900       | SR ADMIN ASSISTANT                   | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 1544       | SR ASST CO ATTORNEY                  | NBR | 29    | Y         | \$ 56.3425          | \$ 94.7257          | \$ 4,507.40      | \$ 7,578.06      | \$ 117,192.40  | \$ 197,029.46  |
| 2081       | SR BUDGET ANALYST                    | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 3155       | SR CADD DESIGNER                     | NBR | 20    | N         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2329       | SR COMM SVC COURT COMPLIANCE OFFICER | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title               | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|---------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 3149       | SR CONST INSPECTOR        | NBR | 15    | N         | \$ 27.0504          | \$ 42.8279          | \$ 2,164.03      | \$ 3,426.23      | \$ 56,264.83   | \$ 89,082.03   |
| 8023       | SR CUSTODIAN              | NBR | 4     | N         | \$ 18.5500          | \$ 22.7504          | \$ 1,484.00      | \$ 1,820.03      | \$ 38,584.00   | \$ 47,320.83   |
| 980        | SR ECONOMIC DEV MANAGER   | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 3144       | SR ENGINEERING TECH       | NBR | 14    | N         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 2062       | SR ENVIRONMENT SPEC       | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 2276       | SR EO SPEC/INVEST         | NBR | 15    | Y         | \$ 27.0504          | \$ 42.8279          | \$ 2,164.03      | \$ 3,426.23      | \$ 56,264.83   | \$ 89,082.03   |
| 2086       | SR FINANCIAL MGMT ANALYST | NBR | 21    | Y         | \$ 37.2739          | \$ 59.0866          | \$ 2,981.91      | \$ 4,726.93      | \$ 77,529.71   | \$ 122,900.13  |
| 5290       | SR FISCAL ASST            | NBR | 14    | Y         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 3160       | SR FORESTER/LANDSC INSP   | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2265       | SR HR ANALYST             | NBR | 18    | Y         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 2259       | SR HR GENERALIST          | NBR | 17    | Y         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 6182       | SR OFFICE ASSISTANT       | NBR | 5     | N         | \$ 18.8150          | \$ 23.9562          | \$ 1,505.20      | \$ 1,916.50      | \$ 39,135.20   | \$ 49,828.90   |
| 6132       | SR PARALEGAL              | NBR | 14    | N         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 6338       | SR PERMIT TECHNICIAN      | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 2283       | SR PLANNER                | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2131       | SR PROGRAM/ANALYST        | NBR | 18    | Y         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 2240       | SR SOCIAL SVCS COORD      | NBR | 13    | Y         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 5250       | SR STAFF ASSISTANT        | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|----------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 3074       | SR SUPPORT TECH            | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |
| 3140       | SR SURVEY TECHNICIAN       | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2292       | SR TRANSP PLANNER          | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2366       | SR TREATMENT COURT OFFICER | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 2254       | SR VET SVC SPECIALIST      | NBR | 14    | Y         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 2325       | SR VICTIM ADVOC COUNSELOR  | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |
| 6223       | STAFF ASSISTANT            | NBR | 7     | N         | \$ 19.3450          | \$ 27.4482          | \$ 1,547.60      | \$ 2,195.86      | \$ 40,237.60   | \$ 57,092.26   |
| 6292       | STOCK CLERK                | NBR | 4     | N         | \$ 18.5500          | \$ 22.7504          | \$ 1,484.00      | \$ 1,820.03      | \$ 38,584.00   | \$ 47,320.83   |
| 1500       | STRATEGIC PERF MANAGER     | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 3072       | SUPPORT TECH               | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 3142       | SURVEY AIDE                | NBR | 7     | N         | \$ 19.3450          | \$ 27.4482          | \$ 1,547.60      | \$ 2,195.86      | \$ 40,237.60   | \$ 57,092.26   |
| 3141       | SURVEY TECHNICIAN          | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |
| 1016       | SUSTAINABILITY MANAGER     | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 2140       | SYSTEMS ANALYST            | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 2150       | SYSTEMS PROGRAMMER         | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 2121       | TELECOMM ANALYST           | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 1408       | TELECOMM SUPERVISOR        | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 3085       | TELECOMM TECH              | NBR | 14    | N         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |



**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                               | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|-------------------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 1217       | TOURIST & ECONOMIC DEV SR OFFICE DIRECTOR | NBR | 26    | Y         | \$ 48.2555          | \$ 78.8125          | \$ 3,860.44      | \$ 6,305.00      | \$ 100,371.44  | \$ 163,930.00  |
| 2357       | TOURIST DEV MANAGER                       | NBR | 19    | Y         | \$ 33.6164          | \$ 53.2884          | \$ 2,689.31      | \$ 4,263.07      | \$ 69,922.11   | \$ 110,839.87  |
| 1026       | TOURIST DEV OFFICE DIRECTOR               | NBR | 24    | Y         | \$ 43.5202          | \$ 68.9882          | \$ 3,481.62      | \$ 5,519.06      | \$ 90,522.02   | \$ 143,495.46  |
| 2349       | TOURIST MARKETING COORD                   | NBR | 13    | Y         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 2359       | TOURIST PROG COORD                        | NBR | 13    | Y         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 7044       | TRAFF MAINT SUPV                          | NBR | 10    | N         | \$ 20.9119          | \$ 32.0480          | \$ 1,672.95      | \$ 2,563.84      | \$ 43,496.75   | \$ 66,659.84   |
| 7014       | TRAFF MAINT TECH I                        | NBR | 5     | N         | \$ 18.8150          | \$ 23.9562          | \$ 1,505.20      | \$ 1,916.50      | \$ 39,135.20   | \$ 49,828.90   |
| 7015       | TRAFF MAINT TECH II                       | NBR | 6     | N         | \$ 19.0800          | \$ 25.2256          | \$ 1,526.40      | \$ 2,018.05      | \$ 39,686.40   | \$ 52,469.25   |
| 2266       | TRAINING MANAGER                          | NBR | 19    | Y         | \$ 33.6164          | \$ 53.2884          | \$ 2,689.31      | \$ 4,263.07      | \$ 69,922.11   | \$ 110,839.87  |
| 1790       | TRANSFER STATION MANAGER                  | NBR | 19    | Y         | \$ 33.6164          | \$ 53.2884          | \$ 2,689.31      | \$ 4,263.07      | \$ 69,922.11   | \$ 110,839.87  |
| 1435       | TRANSPORTATION PLANNING MGR               | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 1170       | VET SVCS DIRECTOR                         | NBR | 19    | Y         | \$ 33.6164          | \$ 53.2884          | \$ 2,689.31      | \$ 4,263.07      | \$ 69,922.11   | \$ 110,839.87  |
| 2255       | VET SVCS SPECIALIST                       | NBR | 11    | N         | \$ 22.0019          | \$ 33.7465          | \$ 1,760.15      | \$ 2,699.72      | \$ 45,763.95   | \$ 70,192.72   |
| 1470       | VETERINARIAN                              | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |
| 3010       | VETERINARY TECHNICIAN                     | NBR | 6     | N         | \$ 19.0800          | \$ 25.2256          | \$ 1,526.40      | \$ 2,018.05      | \$ 39,686.40   | \$ 52,469.25   |
| 2319       | VICTIM ADVOCATE BILINGUAL COUNS           | NBR | 13    | Y         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 2320       | VICTIM ADVOCATE COUNS                     | NBR | 13    | Y         | \$ 24.3958          | \$ 38.6254          | \$ 1,951.66      | \$ 3,090.03      | \$ 50,743.26   | \$ 80,340.83   |
| 2321       | VICTIM ADVOCATE THER                      | NBR | 16    | Y         | \$ 28.4842          | \$ 45.0979          | \$ 2,278.74      | \$ 3,607.83      | \$ 59,247.14   | \$ 93,803.63   |

**Alachua County County Commissioners  
FY 24 - 25 Pay Plan - Non Bargaining - NBR**

| Class Code | Class Title                     | Pay | Range | Exempt OT | Minimum Hourly Rate | Maximum Hourly Rate | BiWeekly Minimum | BiWeekly Maximum | Annual Minimum | Annual Maximum |
|------------|---------------------------------|-----|-------|-----------|---------------------|---------------------|------------------|------------------|----------------|----------------|
| 6186       | VISITOR INFO SPECIALIST         | NBR | 7     | N         | \$ 19.3450          | \$ 27.4482          | \$ 1,547.60      | \$ 2,195.86      | \$ 40,237.60   | \$ 57,092.26   |
| 6300       | WAREHOUSE MANAGER               | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 2099       | WASTE ALTERN SPEC               | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 2314       | WASTE COLLECT & ALTERN ASST MGR | NBR | 18    | Y         | \$ 31.5837          | \$ 50.0051          | \$ 2,526.70      | \$ 4,000.41      | \$ 65,694.10   | \$ 104,010.61  |
| 2306       | WASTE COLLECT & ALTERN MGR      | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 3220       | WASTE COLLECT INSP              | NBR | 12    | N         | \$ 23.1680          | \$ 35.5350          | \$ 1,853.44      | \$ 2,842.80      | \$ 48,189.44   | \$ 73,912.80   |
| 2133       | WEB DESIGN SPEC                 | NBR | 17    | N         | \$ 29.9937          | \$ 47.4883          | \$ 2,399.50      | \$ 3,799.06      | \$ 62,386.90   | \$ 98,775.66   |
| 2147       | WEB SVCS SUPV                   | NBR | 23    | Y         | \$ 41.3297          | \$ 65.5155          | \$ 3,306.38      | \$ 5,241.24      | \$ 85,965.78   | \$ 136,272.24  |
| 9040       | WEIGHMASTER                     | NBR | 4     | N         | \$ 18.5500          | \$ 22.7504          | \$ 1,484.00      | \$ 1,820.03      | \$ 38,584.00   | \$ 47,320.83   |
| 2095       | WELLNESS COORDINATOR            | NBR | 14    | Y         | \$ 25.6888          | \$ 40.6722          | \$ 2,055.10      | \$ 3,253.78      | \$ 53,432.70   | \$ 84,598.18   |
| 6207       | WORK ORDER TECHNICIAN           | NBR | 9     | N         | \$ 19.9185          | \$ 30.4348          | \$ 1,593.48      | \$ 2,434.78      | \$ 41,430.48   | \$ 63,304.38   |
| 2330       | WORK RELEASE SUPV               | NBR | 20    | Y         | \$ 35.3981          | \$ 56.1125          | \$ 2,831.85      | \$ 4,489.00      | \$ 73,628.05   | \$ 116,714.00  |
| 1741       | ZONING ADMINISTRATOR            | NBR | 22    | Y         | \$ 39.2494          | \$ 62.2181          | \$ 3,139.95      | \$ 4,977.45      | \$ 81,638.75   | \$ 129,413.65  |



## Agenda Item Summary

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**File #: 25-00196**

**Agenda Date: 3/25/2025**

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**Agenda Item Name:**

**Award and Agreement with Anderson Columbia Co., Inc. (14345), for Bid 25-513-LC Major Rehabilitation on County Road 234 for Public Works.**

**Presenter:**

Ramon D, Gavarrete, Public Works Director, 352.548.1214  
Theodore White, Procurement Manager, 352.374.5202

**Description:**

Award and Agreement with Anderson Columbia Co., Inc. (14345), for Bid 25-513-LC Major Rehabilitation on County Road 234, for a total fiscal impact of \$3,815,076.67 (\$3,633,406.35 base bid plus 5% Contingency \$181,670.32), for Public Works.

**Recommended Action:**

Approve the Award and Agreement, and authorize the Chair to execute Agreement, with Anderson Columbia Co., Inc. (14345), for Bid 25-513-LC Major Rehabilitation on County Road 234, for a total fiscal impact of \$3,815,076.67 Project 9237908.

**Prior Board Motions:**

N/A

**Fiscal Note:**

Amount for project contract of \$3,815,076.67 including contingency of 5% is budgeted in the Transportation Trust Fund in account 341.79.7910.541.63.99 with the account description of Infrastructure.

**Strategic Guide:**

Infrastructure

**Background:**

The scope of the project includes 4 miles of milling and resurfacing from US 441 in Micanopy to the Entrance to the Paynes Prairie Maintenance office. This section of roadway consists of a two-lane travel way with 11-foot-wide lanes. As a major rehabilitation project, the asphalt will be milled to a depth of 3.5 inches and will be replaced with the same thickness of asphalt in two layers. Existing unpaved side streets and driveways will be constructed as paved surfaces. Existing paved driveways will receive 1.5-inch milling and resurfacing. A safety edge will be constructed along the edge of the pavement to allow vehicles to return to the paved road smoothly and easily. The Federal Highway Administration advocates installing safety edge to mitigate vertical drop-offs which contribute to a

significant percentage of rural run-off road crashes.

The project is part of the Transportation Capital Improvement Program that was approved on May 23, 2023. The cost for design and construction is covered by the budget amount which is provided by the Wild Spaces Public Places Infrastructure Surtax and Alachua County General Funds respectively.

Bid 25-513-LC Major Rehabilitation on County Road 234, was released December 18, 2024. The deadline for receipt of Bid 25-513-LC Major Rehabilitation on County Road 234, was January 29, 2025; four (4) vendors responded.

The project details can be found here:

<https://procurement.opengov.com/portal/alachuacounty/projects/103596>

Anderson Columbia Co., Inc.

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY  
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of Anderson Columbia Co., Inc. , a  
(insert name of company)

Florida corporation (the "Corporation"), at a duly and properly  
(insert state of incorporation)

held meeting on the 10<sup>th</sup> day of February , 20<sup>25</sup> ,

did hereby consent to, adopt, ratify, confirm and approve the following recitals and resolutions:

**WHEREAS**, the Corporation is a duly formed, validly existing corporation in good  
standing under the laws of the State of Florida and is authorized to do  
business in the State of Florida; and

**WHEREAS**, the Corporation desires to grant certain persons the authority to execute  
and enter into contracts and conduct business on behalf of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that any of the following officers and employees of  
the Corporation listed below are hereby authorized and empowered, acting alone, to sign,  
execute and deliver any and all contracts and documents on behalf of the Corporation, and to do  
and take such other actions, including but not limited to the approval and execution of contracts,  
purchase orders, amendments, change orders, invoices, and applications for payment, as in his  
or her judgment may be necessary, appropriate or desirable, in connection with or related to any  
bids, proposals, or contracts to, for or with to Alachua County, a charter

Initial  
BPS

county and political subdivision of the State of Florida:

| <u>NAME</u>           | <u>TITLE</u>   |
|-----------------------|----------------|
| E. Tony Williams, Jr. | Vice-President |
|                       |                |
|                       |                |
|                       |                |

**BE IT RESOLVED THAT**, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

**IN WITNESS WHEREOF**, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 20th day of February, 20 25, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

Signed by:  
By: Brian P. Schreiber  
0D7E0F293F084B0...

Brian P Schreiber  
(Print Secretary's Name)



# Alachua County Procurement

Theodore "TJ" White, Jr., NIGP-CPP, CPPB  
Procurement Manager

Thomas J. Rouse  
Contracts Supervisor

February 7, 2025

## **MEMORANDUM**

**To:** Theodore "TJ" White, Jr. NIGP-CPP, CPPB, Procurement Manager  
**From:** Leira Cruz Cáliz, NIGP-CPP, CPPB, Procurement Agent III <sup>LCC</sup>  
**Subject:** **INTENT TO AWARD**  
**ITB 25-513-LC Major Rehabilitation on County Road 234**

|                                               |                                      |
|-----------------------------------------------|--------------------------------------|
| <u>Solicitation Deadline:</u>                 | 2:00 PM, Wednesday, January 29, 2025 |
| <u>Solicitation Notifications View Count:</u> | 805 Vendors                          |
| <u>Solicitations Downloads:</u>               | 40 Vendors                           |
| <u>Solicitations Submissions:</u>             | 4 Vendors                            |

### **Vendors:**

Anderson Columbia Co., Inc.  
Lake City, FL 32055

Preferred Materials, Inc.  
Jacksonville, FL 32258


V.E. Whitehurst & Sons, Inc.  
Williston, FL 32696

Watson Construction Company LLC  
Newberry, FL 32669

### **RECOMMENDATION:**

The Board approve the bid award to Anderson Columbia Co., Inc., as the lowest, most responsive, and responsible Vendor.

The actual bid award is subject to the appropriate signature authority identified in the Procurement Code.

  
TJ White (Feb 13, 2025 16:57 EST)  
Approved  
Theodore "TJ" White, Jr., CPPB  
Procurement Manager

Feb 13, 2025

Date

TW/LCC

### **Vendor Complaints or Grievances; Right to Protest**

Unless otherwise governed by state or Federal law, this part shall govern the protest and appeal of Procurement decisions by the County. As used in Part A of Article 9 of the Procurement Code, the term "Bidder" includes anyone that submits a response to an invitation to bid or one who makes an offer in response to a solicitation (e.g., ITB, RFP, ITN), and is not limited solely to one that submits a bid in response to an Invitation to Bid (ITB).

- (1) *Notice of Solicitations and Awards.* The County shall provide notice of all solicitations and awards by electronic posting in accordance with the procedures and Florida law.
- (2) *Solicitation Protest.* Any prospective Bidder may file a solicitation protest concerning a solicitation.
  - (a) *Basis of the Solicitation Protest:* The alleged basis for a solicitation protest shall be limited to the following:
    - i. The terms, conditions or specifications of the solicitation are in violation of, or are inconsistent with this Code, Florida Statutes, County procedures and policies, or the terms of the solicitation at issue, including but not limited to the method of evaluating, ranking or awarding of the solicitation, reserving rights of further negotiations, or modifying or amending any resulting contract; or
    - ii. The solicitation instructions are unclear or contradictory.
  - (b) *Timing and Content of the Solicitation Protest:* The solicitation protest must be in writing and must be received by the Procurement Manager, [twhite@alachuacounty.us](mailto:twhite@alachuacounty.us) by no later than the solicitation's question submission deadline. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the Bidder's right to protest or appeal any solicitation defects, and shall bar the Bidder from subsequently raising such solicitation defects in any subsequent Award Protest, if any, or any other administrative or legal proceeding. In the event a solicitation protest is timely filed, the protesting party shall be deemed to have waived any and all solicitation defects that were not timely alleged in the protesting party's solicitation protest, and the protesting party shall be forever barred from subsequently raising or appealing said solicitation defects in a subsequent award protest, if any, or any other administrative or legal proceeding. The solicitation protest must include, at a minimum, the following information:
    - i. The name, address, e-mail and telephone number of the protesting party;
    - ii. The solicitation number and title;
    - iii. Information sufficient to establish that the protesting party has legal standing to file the solicitation Protest because:
      1. It has a substantial interest in and is aggrieved in connection with the solicitation; and
      2. That the protesting party is responsive, in accordance with the criteria set forth in the solicitation, unless the basis for the Solicitation Protest alleges that the criteria set forth in the solicitation is defective, in which case the protesting party must demonstrate that it is responsible in accordance with the criteria that the protesting party alleges should be used;
    - iv. A detailed statement of the basis for the protest;
    - v. References to section of the Code, Florida Statutes, County policies or procedure or solicitation term that the protesting party alleges have been violated by the County or that entitles the protesting party to the relief requested;
    - vi. All supporting evidence or documents that substantiate the protesting party's alleged basis for the protest; and
    - vii. The form of the relief requested.
  - (c) *Review and Determination of Protest:* If the Solicitation Protest is not timely, the Procurement Manager shall notify the protesting party that the Solicitation Protest is untimely and, therefore, rejected. The Procurement Manager shall consider all timely Solicitation Protests and may conduct any inquiry that the Procurement Manager deems necessary to make a determination regarding a protest. The Procurement Manager shall issue a written determination granting or denying the protest. The written determination shall contain a concise statement of the basis for the determination.



- (d) *Appeal*: If the protesting party is not satisfied with the Procurement Manager's determination, the protesting party may appeal the determination to the County Manager by filing a written appeal, which sets forth the basis upon which the appeal is based, including all supporting documentation. The scope of the appeal shall be limited to the basis alleged in the Solicitation Protest. The appeal must be filed with the Procurement Manager within five business days of the date on which the Procurement Manager's written determination was sent to the protesting party. Failure to timely file an appeal shall constitute a waiver of the protesting party's rights to an appeal of the Procurement Manager's determination, and the protesting party shall be forever barred from subsequently raising or appealing said Solicitation defects in a subsequent award protest, if any, or any other administrative or legal proceeding. After considering the appeal, the County Manager must determine whether the solicitation should stand, be revised, or be cancelled, and issue a written determination and provide copies of the determination to the protesting party. The determination of the County Manager shall be final and not subject to further appeal under this code.
- (3) *Award Protest*. Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an award protest. However, an award protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.
- (a) *Basis of the Award Protest*: The alleged basis for an Award Protest shall be limited to the following:
- i. The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;
  - ii. The County failed to substantively follow the procedures or requirements specified in the solicitation documents, except for minor irregularities that were waived by the County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and
  - iii. The County made a mathematical error in evaluating the responses to the solicitation, resulting in an incorrect score and not *protesting party not being selected for award*.
- (b) *Timing and Content of the Award Protest*: The Award Protest must be in writing and must be received by the Procurement Manager, [twhite@alachuacounty.us](mailto:twhite@alachuacounty.us) by no later than 3:00 PM on the third business day after the County's proposed Award decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder's right to protest or appeal the County's proposed Award decision in any administrative or legal proceeding. In the event an Award Protest is timely filed, the protesting party shall be deemed to have waived any and all proposed Award defects that were not timely alleged in the protesting party's Award Protest, and the protesting party shall be forever barred from subsequently raising or appealing said Award defects in any administrative or legal proceeding. The Award Protest must include, at a minimum, the following information:
- i. The name, address, e-mail and telephone number of the protesting party;
  - ii. The Solicitation number and title;
  - iii. Information sufficient to establish that the protesting party's response was responsive to the Solicitation;
  - iv. Information sufficient to establish that the protesting party has legal standing to file the Solicitation Protest because:
    1. The protesting party submitted a response to the Solicitation or other basis for establishing legal standing;
    2. The protesting party has a substantial interest in and is aggrieved in connection with the proposed Award decision; and
    3. The protesting party, and not any other bidder, should be awarded the Solicitation if the protesting party's Award Protest is upheld.
  - v. A detailed statement of the basis for the protest;
  - vi. References to section of the Code, Florida Statutes, County policies or procedure or solicitation term that the protesting party alleges have been violated by the County or that entitles the protesting party to the relief requested;

- vii. All supporting evidence or documents that substantiate the protesting party's alleged basis for the protest; and
  - viii. The form of the relief requested.
- (c) *Review and Determination of Protest:* If the Award Protest is not timely, the Procurement Manager shall notify the protesting party that the Award Protests is untimely and, therefore, rejected. The Procurement Manager shall consider all timely Award Protests and may conduct any inquiry that the county Procurement Manager deems necessary to resolve the protest by mutual agreement or to make a determination regarding the protests. The Procurement Manager shall issue a written determination granting or denying each protest. The written determination shall contain a concise statement of the basis for the determination.
- (d) *Appeal:*
  - i. If the protesting party is not satisfied with the Procurement Manager's determination, the protesting party may appeal the determination to the County Manager by filing a written appeal, which sets forth the basis upon which the appeal is based. The scope of the appeal shall be limited to the basis alleged in the award protest. The appeal must be filed with the Procurement Manager within five business days of the date on which the Procurement Manager's written determination was mailed to the protesting party. Failure to timely file an appeal shall constitute a waiver of the protesting party's rights to an appeal of the Procurement Manager's determination, and the protesting party shall be forever barred from subsequently raising or appealing said award defects in any administrative or legal proceeding.
  - ii. After reviewing the appeal, the County Manager will issue a written final determination and provide copies of the determination to the protesting party. Prior to issuing a final determination, the County Manager, in his or her discretion, may direct a hearing officer, or magistrate, to conduct an administrative hearing in connection with the protest and issue findings and recommendations to the County Manager. Prior to a hearing, if held, the Procurement Manager must file with the hearing officer the protest, any background information, and his or her written determination. The protesting party and the County shall equally share the cost of conducting any hearing, including the services of the hearing officer. If applicable, the County Manager may wait to issue a written final determination until after receipt of the findings and recommendations of the hearing officer. The determination of the County Manager shall be final and not subject to further appeal under this code.
- (4) *Burden of Proof:* Unless otherwise provide by Florida law, the burden of proof shall rest with the protesting party.
- (5) *Stay of Procurements during Protests.* In the event of a timely protest, the County shall not proceed further with the solicitation or with the award of the contract until the Procurement Manager, after consultation with the head of the using department, makes a written determination that the award of the solicitation without delay is:
  - (a) Necessary to avoid an immediate and serious danger to the public health, safety, or welfare;
  - (b) Necessary to avoid or substantial reduce significant damage to County property;
  - (c) Necessary to *avoid or substantially reduce interruption of essential County Services; or;*
  - (d) Otherwise in the best interest of the public.



# Alachua County Public Works

## Public Works

**Ramon D. Gavarrete, P.E.**

Public Works Director /

County Engineer

[rgavarrete@alachuacounty.us](mailto:rgavarrete@alachuacounty.us)

Tel. (352) 374-5245

Fax: (352) 337-6243

## Public Works

**Brian C. Kauffman, P.E.**

Public Works Assistant Director

[bkauffman@alachuacounty.us](mailto:bkauffman@alachuacounty.us)

Tel. (352) 548-1306

Fax: (352) 337-6243

## Road & Bridge

**Donald E. Clifton**

Road Superintendent

[dclifton@alachuacounty.us](mailto:dclifton@alachuacounty.us)

Tel. (352) 374-5245

Cell: (352) 213-4832

## Fleet Management

**Jonathan Dotzler**

Fleet Manager

[jdotzler@alachuacounty.us](mailto:jdotzler@alachuacounty.us)

Tel. (386) 462-1975

Fax: (386) 418-0331

## Administration

**Kenneth Fair, CPA, CGFO**

Sr. Administrative Support

Manager

[kfair@alachuacounty.us](mailto:kfair@alachuacounty.us)

Tel. (352) 374-5245

Fax: (352) 337-6244

## Survey

**Matthew Pickel**

County Surveyor

[mpickel@alachuacounty.us](mailto:mpickel@alachuacounty.us)

Tel. (352) 374-5245

Fax: (352) 337-6243

February 5, 2025

## MEMORANDUM

**TO:** Theodore White, Jr., Procurement Manager

**FROM:** Ramon D. Gavarrete, P.E., Public Works Director

**RE:** ITB 25-513-LC; CR 234 Major Rehabilitation

Our Department has reviewed four bid responses submitted for the above-referenced bid and has determined that the four bids received are in compliance with the Department's bid documents and instructions.

It is the Department's recommendation that the bid be awarded to the lowest most responsible, and responsive bidder, Anderson Columbia Co., Inc., in the amount of \$3,633,406.35.

The Department recommends an initial contract amount of \$3,633,406.35 and a 5% contingency in the amount of \$181,670.32 for a total contract price of \$3,815,076.67.

Specific questions concerning the above bid may be referred to James Link, P.E. at (352) 548-1289.

RDG:jal



Alachua County, Florida

## Procurement

Theodore "TJ" White, Jr. CPPB, Procurement Manager  
County Administration Building, Gainesville, FL 32601  
(352) 374-5202

### EXECUTIVE SUMMARY

ITB No. ITB 25-513-LC

### Major Rehabilitation on County Road 234

RESPONSE DEADLINE: January 29, 2025 at 2:00 pm

Friday, February 7, 2025

### SOLICITATION OVERVIEW

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Title       | Major Rehabilitation on County Road 234                                                                                                                                                                                                                                                                                                                                                                                                 |
| Project ID          | ITB 25-513-LC                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Project Type        | Invitation To Bid                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Release Date        | December 18, 2024                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Due Date            | January 29, 2025                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Procurement Agent   | Leira Cruz Cáliz, NIGP-CPP, CPPB, CAPM                                                                                                                                                                                                                                                                                                                                                                                                  |
| Project Description | The project scope includes milling and resurfacing CR 234 from US 441 to the entrance to the Payne's Prairie Maintenance Office. The project includes resurfacing or constructing paved driveways and side streets to the right of way line, installing side drains with mitered end sections, installation of Safety Edge, grading that associated with the driveway construction and safety edge installation, and pavement markings. |

### Introduction

#### Summary

Alachua County Board of County Commissioners are calling for and requesting the submission of ITB 25-513-LC Major Rehabilitation on County Road 234.

The herein included sections along with [Advertisement for Bids](#), [Instruction to Bidders](#), [Terms and Conditions](#), [Insurance](#), [Scope of Work](#), [ITB Contract - Scope of Service](#), [Submittals](#) and the [ITB Pricing Form](#); together with all attached [Attachments](#) herein identified, constitute the entire bid package. Specifications and supplementary documents are essential parts of the ITB and requirements occurring in one are as binding as though occurring in all.

The project scope includes milling and resurfacing CR 234 from US 441 to the entrance to the Payne's Prairie Maintenance Office. The project includes resurfacing or constructing paved driveways and side

streets to the right of way line, installing side drains with mitered end sections, installation of Safety Edge, grading that associated with the driveway construction and safety edge installation, and pavement markings.

Background

**Location:** Alachua County is located in North Central Florida. The County government seat is situated in Gainesville. Gainesville is located 70 miles southwest of Jacksonville, 129 miles southeast of Tallahassee, 140 miles northeast of Tampa - St. Petersburg and 109 miles northwest of Orlando. Alachua County has a population of over 250,000 and a regional airport. The County itself consists of a total area of 969 square miles.

**Form of Government:** Alachua County is governed by a Board of five (5) elected County Commissioners and operates under the established County Manager Charter form of government. In addition to the five County Commissioners, there are five elected Constitutional Officers: Supervisor of Elections, Sheriff, Clerk of the Court, Tax Collector, and the Property Appraiser. The Alachua County Attorney also reports to the Board.

Contact Information

**Leira Cruz Cáliz, NIGP-CPP, CPPB, CAPM**  
Procurement Agent III  
Email: [lcruzcaliz@alachuacounty.us](mailto:lcruzcaliz@alachuacounty.us)  
Phone: [\(352\) 337-6268](tel:(352)337-6268)  
**Department:**  
Public Works

Timeline

|                                         |                           |
|-----------------------------------------|---------------------------|
| <b>Solicitation Release Date</b>        | December 18, 2024         |
| <b>2nd Advertisement Date</b>           | December 25, 2024         |
| <b>Question Submission Deadline</b>     | January 12, 2025, 12:01am |
| <b>Solicitation Submission Deadline</b> | January 29, 2025, 2:00pm  |

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Solicitation Opening – Teams Meeting</b></p> | <p>January 29, 2025, 2:00pm<br/> The scheduled solicitation opening will occur via Teams Meeting: the information to join is provided below. Attendance (live viewing) of the bid opening is not required.</p> <p>Join Microsoft Teams meeting<br/> Join on your computer, mobile app or room device<br/> Click here to join the meeting</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTQyYzk5YzMtZDc4ZS00N2IxLTljMWUtMjAwNTQwN2NjNTNi%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22Oid%22%3a%22c82ab8e7-6ee1-4cd5-9191-4aa322a1828f%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTQyYzk5YzMtZDc4ZS00N2IxLTljMWUtMjAwNTQwN2NjNTNi%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22Oid%22%3a%22c82ab8e7-6ee1-4cd5-9191-4aa322a1828f%22%7d</a></p> <p>Meeting ID: 259 625 692 241<br/> Passcode: yX9G3Q<br/> Or call in (audio only)<br/> +1 469-998-7938,,366862554# United States, Dallas<br/> Phone Conference ID: 366 862 554#</p> <p>If you have a disability and need an accommodation in order to participate in a County program, service or public meeting, please contact the Alachua County ADA Coordinator at <a href="mailto:ADA@alachuacounty.us">ADA@alachuacounty.us</a> or Equal Opportunity Office at 352-374-5275 at least 7 business days prior to the event. TDD/TTY users, please call 711 (Florida Relay Service)</p> |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## SOLICITATION STATUS HISTORY

| Date                  | Changed To | Changed By                       |
|-----------------------|------------|----------------------------------|
| Jul 2, 2024 3:32 PM   | Draft      | Leira Cruz Cáliz, NIGP-CPP, CPPB |
| Jul 12, 2024 11:00 AM | Review     | Leira Cruz Cáliz, NIGP-CPP, CPPB |

| Date                  | Changed To   | Changed By                       |
|-----------------------|--------------|----------------------------------|
| Dec 17, 2024 10:01 AM | Final        | Leira Cruz Cáliz, NIGP-CPP, CPPB |
| Dec 17, 2024 10:01 AM | Post Pending | Leira Cruz Cáliz, NIGP-CPP, CPPB |
| Dec 18, 2024 8:30 AM  | Open         | OpenGov Bot                      |
| Jan 29, 2025 2:00 PM  | Pending      | OpenGov Bot                      |
| Jan 29, 2025 2:44 PM  | Evaluation   | Leira Cruz Cáliz, NIGP-CPP, CPPB |

## PROPOSALS RECEIVED

| Status    | Vendor                          | Contact Info                                                        | Submission Date       |
|-----------|---------------------------------|---------------------------------------------------------------------|-----------------------|
| Submitted | Anderson Columbia Co., Inc.     | Doug Booth<br>doug.booth@andersoncolumbia.com<br>(352) 351-3334     | Jan 29, 2025 10:11 AM |
| No Bid    | Patterson Veterinary            | Gregory Pounds<br>pvs.orders.gov-<br>institute@pattersonvet.com     | Dec 18, 2024 8:43 AM  |
| Submitted | Preferred Materials, Inc.       | John Taylor<br>john.taylor@preferredmaterials.com<br>(904) 288-6300 | Jan 29, 2025 12:38 PM |
| Submitted | V.E. Whitehurst & Sons, Inc.    | Devin Whitehurst<br>dwhitehurst@vewwhitehurst.com<br>(352) 528-2101 | Jan 29, 2025 12:26 PM |
| Submitted | Watson Construction Company LLC | Joni Durden<br>jwalsh@watsonconstruct.com                           | Jan 17, 2025 4:22 PM  |

## VENDOR QUESTIONNAIRE PASS/FAIL

| Question Title                                                                                | Anderson Columbia Co., Inc. | Preferred Materials, Inc. | V.E. Whitehurst & Sons, Inc. | Watson Construction Company LLC |
|-----------------------------------------------------------------------------------------------|-----------------------------|---------------------------|------------------------------|---------------------------------|
| Submittal Confirmation                                                                        | Pass                        | Pass                      | Pass                         | Pass                            |
| Corporate Resolution Granting Signing                                                         | Pass                        | Pass                      | Pass                         | Pass                            |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request | Pass                        | Pass                      | Pass                         | Pass                            |

## EXECUTIVE SUMMARY

ITB No. ITB 25-513-LC

Major Rehabilitation on County Road 234

| Question Title                                                                                                       | Anderson Columbia Co., Inc. | Preferred Materials, Inc. | V.E. Whitehurst & Sons, Inc. | Watson Construction Company LLC |
|----------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------|------------------------------|---------------------------------|
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request                        | Pass                        | Pass                      | Pass                         | Pass                            |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request                        | No Response                 | No Response               | No Response                  | No Response                     |
| Option 1: Company is an Alachua County Certified Small Business Enterprise.                                          | Pass                        | Pass                      | Pass                         | Pass                            |
| Option 2: I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid. | Pass                        | Pass                      | Pass                         | Pass                            |
| Option 3: SBE Participation.                                                                                         | Pass                        | Pass                      | Pass                         | Pass                            |
| Option 4: SBE Good Faith Effort.                                                                                     | Pass                        | Pass                      | Pass                         | Pass                            |
| Alachua County Government Minimum Wage                                                                               | Pass                        | Pass                      | Pass                         | Pass                            |
| Drug Free Workplace                                                                                                  | Pass                        | Pass                      | Pass                         | Pass                            |
| State Compliance                                                                                                     | Pass                        | Pass                      | Pass                         | Pass                            |
| Vendor Eligibility                                                                                                   | Pass                        | Pass                      | Pass                         | Pass                            |
| Non-SBE Subcontractors                                                                                               | Pass                        | Pass                      | Pass                         | Pass                            |
| Conflict of Interest                                                                                                 | Pass                        | Pass                      | Pass                         | Pass                            |
| Form of Bid Bond                                                                                                     | Pass                        | Pass                      | Pass                         | Pass                            |
| Responsible Agent                                                                                                    | Pass                        | Pass                      | Pass                         | Pass                            |
| Number of years in this type of service?                                                                             | Pass                        | Pass                      | Pass                         | Pass                            |
| Number of years licensed in Alachua County?                                                                          | Pass                        | Pass                      | Pass                         | Pass                            |



## EXECUTIVE SUMMARY

ITB No. ITB 25-513-LC

Major Rehabilitation on County Road 234

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| Question Title                                                                                                                                       | Anderson Columbia Co., Inc. | Preferred Materials, Inc. | V.E. Whitehurst & Sons, Inc. | Watson Construction Company LLC |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------|------------------------------|---------------------------------|
| How many employees "ON THE JOB" each week?                                                                                                           | Pass                        | Pass                      | Pass                         | Pass                            |
| Number of employees "ON CALL" each week?                                                                                                             | Pass                        | Pass                      | Pass                         | Pass                            |
| List all major equipment which will be available upon commencement of the agreement to perform the required service:                                 | Pass                        | Pass                      | Pass                         | Pass                            |
| Do you currently hold any municipality contracts?                                                                                                    | Pass                        | Pass                      | Pass                         | Pass                            |
| If you indicated yes to holding municipality contracts please list them below:                                                                       | Pass                        | Pass                      | Pass                         | Pass                            |
| List three references of firms receiving similar service to that requested in this bid (comparable facility size):                                   | Pass                        | Pass                      | Pass                         | Pass                            |
| Are your employees screened by:                                                                                                                      | Pass                        | Pass                      | Pass                         | Pass                            |
| Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party? | Pass                        | Pass                      | Pass                         | Pass                            |

## EXECUTIVE SUMMARY

ITB No. ITB 25-513-LC

Major Rehabilitation on County Road 234

| Question Title                                                                                                                | Anderson Columbia Co., Inc. | Preferred Materials, Inc. | V.E. Whitehurst & Sons, Inc. | Watson Construction Company LLC |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------|------------------------------|---------------------------------|
| If you indicated yes to having any contracts or agreements canceled or terminated state the location and circumstances below: | No Response                 | Pass                      | Pass                         | Pass                            |
| What constitutes your normal business days and working hours?                                                                 | Pass                        | Pass                      | Pass                         | Pass                            |
| Describe below, your firm's operational plan for providing the services under this agreement?                                 | Pass                        | Pass                      | Pass                         | Pass                            |
| Acknowledgement of Requirements                                                                                               | Pass                        | Pass                      | Pass                         | Pass                            |

## PRICING RESPONSES

TABLE 1 (Table 1 of 2)

| Line Item | Description                                                   | Quantity | Unit of Measure | Anderson Columbia Co., Inc. |              | Preferred Materials, Inc. |              | V.E. Whitehurst & Sons, Inc. |              |
|-----------|---------------------------------------------------------------|----------|-----------------|-----------------------------|--------------|---------------------------|--------------|------------------------------|--------------|
|           |                                                               |          |                 | Unit Cost                   | Total        | Unit Cost                 | Total        | Unit Cost                    | Total        |
| 1         | MOBILIZATION                                                  | 1        | LS              | \$232,467.56                | \$232,467.56 | \$299,648.15              | \$299,648.15 | \$472,300.00                 | \$472,300.00 |
| 2         | MAINTENANCE OF TRAFFIC                                        | 1        | LS              | \$267,454.15                | \$267,454.15 | \$356,269.79              | \$356,269.79 | \$482,495.00                 | \$482,495.00 |
| 3         | PREVENTION, CONTROL, & ABATEMENT OF EROSION & WATER POLLUTION | 1        | LS              | \$50,649.57                 | \$50,649.57  | \$3,326.05                | \$3,326.05   | \$10,000.00                  | \$10,000.00  |
| 4         | SEDIMENT BARRIER                                              | 10000    | LF              | \$2.50                      | \$25,000.00  | \$1.05                    | \$10,500.00  | \$2.50                       | \$25,000.00  |
| 5         | MOWING (two cycles)                                           | 80       | AC              | \$196.84                    | \$15,747.20  | \$200.00                  | \$16,000.00  | \$215.00                     | \$17,200.00  |
| 6         | CLEARING AND GRUBBING                                         | 1        | LS              | \$45,730.38                 | \$45,730.38  | \$72,567.87               | \$72,567.87  | \$119,875.00                 | \$119,875.00 |

## EXECUTIVE SUMMARY

ITB No. ITB 25-513-LC

Major Rehabilitation on County Road 234

| Line Item | Description                                                                     | Quantity | Unit of Measure | Anderson Columbia Co., Inc. |                | Preferred Materials, Inc. |                | V.E. Whitehurst & Sons, Inc. |                |
|-----------|---------------------------------------------------------------------------------|----------|-----------------|-----------------------------|----------------|---------------------------|----------------|------------------------------|----------------|
|           |                                                                                 |          |                 | Unit Cost                   | Total          | Unit Cost                 | Total          | Unit Cost                    | Total          |
| 7         | MAILBOX, F&I SINGLE (AS NEEDED)                                                 | 41       | EA              | \$296.99                    | \$12,176.59    | \$366.61                  | \$15,031.01    | \$380.00                     | \$15,580.00    |
| 8         | GRADING                                                                         | 1        | LS              | \$91,552.13                 | \$91,552.13    | \$33,682.80               | \$33,682.80    | \$200,000.00                 | \$200,000.00   |
| 9         | BORROW (CONTINGENCY)                                                            | 40       | CY              | \$93.55                     | \$3,742.00     | \$204.10                  | \$8,164.00     | \$35.00                      | \$1,400.00     |
| 10        | TYPE 'B' STABILIZATION (LBR 40) (12")                                           | 691      | SY              | \$57.16                     | \$39,497.56    | \$56.21                   | \$38,841.11    | \$21.50                      | \$14,856.50    |
| 11        | OPTIONAL BASE GROUP 01 (4")                                                     | 3073     | SY              | \$48.51                     | \$149,071.23   | \$38.69                   | \$118,894.37   | \$17.60                      | \$54,084.80    |
| 12        | OPTIONAL BASE GROUP 03 (8")                                                     | 691      | SY              | \$98.07                     | \$67,766.37    | \$64.82                   | \$44,790.62    | \$24.60                      | \$16,998.60    |
| 13        | MILLING EXISTING ASPHALT PAVEMENT (3.5" AVG DEPTH)                              | 52096    | SY              | \$4.47                      | \$232,869.12   | \$4.33                    | \$225,575.68   | \$2.85                       | \$148,473.60   |
| 14        | MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH)                              | 398      | SY              | \$9.23                      | \$3,673.54     | \$32.08                   | \$12,767.84    | \$2.00                       | \$796.00       |
| 15        | SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5) (TRAFFIC C) (PG 76-22) (2")         | 6700     | TN              | \$154.04                    | \$1,032,068.00 | \$205.15                  | \$1,374,505.00 | \$186.05                     | \$1,246,535.00 |
| 16        | ASPHALTIC CONCRETE FRICTION COURSE (TYPE FC-12.5) (TRAFFIC C) (PG 76-22) (1.5") | 5400     | TN              | \$138.80                    | \$749,520.00   | \$223.79                  | \$1,208,466.00 | \$186.85                     | \$1,008,990.00 |
| 17        | PIPE CULVERT (OPTIONAL MATERIAL) (ROUND) (18") (S/CD)                           | 638      | LF              | \$191.21                    | \$121,991.98   | \$225.00                  | \$143,550.00   | \$242.00                     | \$154,396.00   |
| 18        | PIPE CULVERT (OPTIONAL MATERIAL) (ROUND) (24") (S/CD)                           | 256      | LF              | \$264.33                    | \$67,668.48    | \$240.00                  | \$61,440.00    | \$258.00                     | \$66,048.00    |

## EXECUTIVE SUMMARY

ITB No. ITB 25-513-LC

Major Rehabilitation on County Road 234

| Line Item | Description                                     | Quantity | Unit of Measure | Anderson Columbia Co., Inc. |               | Preferred Materials, Inc. |              | V.E. Whitehurst & Sons, Inc. |              |
|-----------|-------------------------------------------------|----------|-----------------|-----------------------------|---------------|---------------------------|--------------|------------------------------|--------------|
|           |                                                 |          |                 | Unit Cost                   | Total         | Unit Cost                 | Total        | Unit Cost                    | Total        |
| 19        | MITERED END SECTION (OPTIONAL ROUND) (18") (SD) | 56       | EA              | \$2,052.78                  | \$114,955.68  | \$2,850.00                | \$159,600.00 | \$3,065.00                   | \$171,640.00 |
| 20        | MITERED END SECTION (OPTIONAL ROUND) (24") (SD) | 28       | EA              | \$2,193.38                  | \$61,414.64   | \$3,250.00                | \$91,000.00  | \$3,500.00                   | \$98,000.00  |
| 21        | SEED AND MULCH (AS NEEDED)                      | 400      | SY              | \$3.70                      | \$1,480.00    | \$18.78                   | \$7,512.00   | \$2.90                       | \$1,160.00   |
| 22        | SOD OR HYDROSEED                                | 30000    | SY              | \$5.07                      | \$152,100.00  | \$4.74                    | \$142,200.00 | \$2.90                       | \$87,000.00  |
| 23        | RETROREFLECTIVE PAVEMENT MARKER                 | 550      | EA              | \$6.75                      | \$3,712.50    | \$6.00                    | \$3,300.00   | \$6.45                       | \$3,547.50   |
| 24        | PAINT (STANDARD) (WHITE) (SOLID) (6")           | 8.03     | GM              | \$1,462.25                  | \$11,741.8675 | \$1,300.00                | \$10,439.00  | \$1,885.00                   | \$15,136.55  |
| 25        | PAINT (STANDARD) (WHITE) (SOLID) (24")          | 24       | LF              | \$2.81                      | \$67.44       | \$2.50                    | \$60.00      | \$4.85                       | \$116.40     |
| 26        | PAINT (STANDARD) (YELLOW) (SOLID) (6")          | 2.7      | GM              | \$1,462.25                  | \$3,948.075   | \$1,300.00                | \$3,510.00   | \$1,885.00                   | \$5,089.50   |
| 27        | PAINT (STANDARD) (YELLOW) (10-30 SKIP) (6")     | 3.71     | GM              | \$843.61                    | \$3,129.7931  | \$750.00                  | \$2,782.50   | \$1,075.00                   | \$3,988.25   |
| 28        | THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (6")   | 8.03     | GM              | \$5,849.00                  | \$46,967.47   | \$5,200.00                | \$41,756.00  | \$6,150.00                   | \$49,384.50  |
| 29        | THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")  | 24       | LF              | \$11.25                     | \$270.00      | \$10.00                   | \$240.00     | \$23.65                      | \$567.60     |

## EXECUTIVE SUMMARY

ITB No. ITB 25-513-LC

Major Rehabilitation on County Road 234

| Line Item | Description                                         | Quantity | Unit of Measure | Anderson Columbia Co., Inc. |                  | Preferred Materials, Inc. |                | V.E. Whitehurst & Sons, Inc. |                |
|-----------|-----------------------------------------------------|----------|-----------------|-----------------------------|------------------|---------------------------|----------------|------------------------------|----------------|
|           |                                                     |          |                 | Unit Cost                   | Total            | Unit Cost                 | Total          | Unit Cost                    | Total          |
| 30        | THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (6")      | 2.7      | GM              | \$5,849.00                  | \$15,792.30      | \$5,200.00                | \$14,040.00    | \$6,150.00                   | \$16,605.00    |
| 31        | THERMOPLASTIC (STANDARD) (YELLOW) (10-30 SKIP) (6") | 3.71     | GM              | \$2,474.59                  | \$9,180.7289     | \$2,200.00                | \$8,162.00     | \$1,892.00                   | \$7,019.32     |
| Total     |                                                     |          |                 |                             | \$3,633,406.3545 |                           | \$4,528,621.79 |                              | \$4,514,283.12 |

**TABLE 1** (Table 2 of 2)

| Line Item | Description                                                                     | Quantity | Unit of Measure | Watson Construction Company LLC |                |
|-----------|---------------------------------------------------------------------------------|----------|-----------------|---------------------------------|----------------|
|           |                                                                                 |          |                 | Unit Cost                       | Total          |
| 1         | MOBILIZATION                                                                    | 1        | LS              | \$178,082.00                    | \$178,082.00   |
| 2         | MAINTENANCE OF TRAFFIC                                                          | 1        | LS              | \$195,000.00                    | \$195,000.00   |
| 3         | PREVENTION, CONTROL, & ABATEMENT OF EROSION & WATER POLLUTION                   | 1        | LS              | \$7,500.00                      | \$7,500.00     |
| 4         | SEDIMENT BARRIER                                                                | 10000    | LF              | \$2.00                          | \$20,000.00    |
| 5         | MOWING (two cycles)                                                             | 80       | AC              | \$50.00                         | \$4,000.00     |
| 6         | CLEARING AND GRUBBING                                                           | 1        | LS              | \$59,450.00                     | \$59,450.00    |
| 7         | MAILBOX, F&I SINGLE (AS NEEDED)                                                 | 41       | EA              | \$250.00                        | \$10,250.00    |
| 8         | GRADING                                                                         | 1        | LS              | \$101,400.00                    | \$101,400.00   |
| 9         | BORROW (CONTINGENCY)                                                            | 40       | CY              | \$40.00                         | \$1,600.00     |
| 10        | TYPE 'B' STABILIZATION (LBR 40) (12")                                           | 691      | SY              | \$37.21                         | \$25,712.11    |
| 11        | OPTIONAL BASE GROUP 01 (4")                                                     | 3073     | SY              | \$27.40                         | \$84,200.20    |
| 12        | OPTIONAL BASE GROUP 03 (8")                                                     | 691      | SY              | \$47.44                         | \$32,781.04    |
| 13        | MILLING EXISTING ASPHALT PAVEMENT (3.5" AVG DEPTH)                              | 52096    | SY              | \$3.25                          | \$169,312.00   |
| 14        | MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH)                              | 398      | SY              | \$7.00                          | \$2,786.00     |
| 15        | SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5) (TRAFFIC C) (PG 76-22) (2")         | 6700     | TN              | \$185.00                        | \$1,239,500.00 |
| 16        | ASPHALTIC CONCRETE FRICTION COURSE (TYPE FC-12.5) (TRAFFIC C) (PG 76-22) (1.5") | 5400     | TN              | \$188.00                        | \$1,015,200.00 |

|           |                                                       |          |                 | Watson Construction Company LLC |                |
|-----------|-------------------------------------------------------|----------|-----------------|---------------------------------|----------------|
| Line Item | Description                                           | Quantity | Unit of Measure | Unit Cost                       | Total          |
| 17        | PIPE CULVERT (OPTIONAL MATERIAL) (ROUND) (18") (S/CD) | 638      | LF              | \$124.00                        | \$79,112.00    |
| 18        | PIPE CULVERT (OPTIONAL MATERIAL) (ROUND) (24") (S/CD) | 256      | LF              | \$135.00                        | \$34,560.00    |
| 19        | MITERED END SECTION (OPTIONAL ROUND) (18") (SD)       | 56       | EA              | \$2,100.00                      | \$117,600.00   |
| 20        | MITERED END SECTION (OPTIONAL ROUND) (24") (SD)       | 28       | EA              | \$2,200.00                      | \$61,600.00    |
| 21        | SEED AND MULCH (AS NEEDED)                            | 400      | SY              | \$1.00                          | \$400.00       |
| 22        | SOD OR HYDROSEED                                      | 30000    | SY              | \$2.70                          | \$81,000.00    |
| 23        | RETROREFLECTIVE PAVEMENT MARKER                       | 550      | EA              | \$6.50                          | \$3,575.00     |
| 24        | PAINT (STANDARD) (WHITE) (SOLID) (6")                 | 8.03     | GM              | \$1,320.00                      | \$10,599.60    |
| 25        | PAINT (STANDARD) (WHITE) (SOLID) (24")                | 24       | LF              | \$3.00                          | \$72.00        |
| 26        | PAINT (STANDARD) (YELLOW) (SOLID) (6")                | 2.7      | GM              | \$1,320.00                      | \$3,564.00     |
| 27        | PAINT (STANDARD) (YELLOW) (10-30 SKIP) (6")           | 3.71     | GM              | \$1,320.00                      | \$4,897.20     |
| 28        | THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (6")         | 8.03     | GM              | \$7,920.00                      | \$63,597.60    |
| 29        | THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")        | 24       | LF              | \$7.00                          | \$168.00       |
| 30        | THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (6")        | 2.7      | GM              | \$7,920.00                      | \$21,384.00    |
| 31        | THERMOPLASTIC (STANDARD) (YELLOW) (10-30 SKIP) (6")   | 3.71     | GM              | \$7,920.00                      | \$29,383.20    |
| Total     |                                                       |          |                 |                                 | \$3,658,285.95 |

## QUESTIONS AND ANSWERS

### Approved, Unanswered Questions

### Approved, Answers Provided

#### 1. Budget

Dec 18, 2024 9:10 AM

**Question:** Can we please have the budget for this listing?

*Dec 18, 2024 9:10 AM*

**Answered by Leira Cruz Cáliz, NIGP-CPP, CPPB:** The estimated budget is \$3,777,522.79

*Dec 19, 2024 9:41 AM*

## 2. Bid Bond

*Jan 10, 2025 9:21 AM*

**Question:** The link included in the bid docs for the bid bond does not appear to be functional. Please provide the bid bond form

*Jan 10, 2025 9:21 AM*

**Answered by Leira Cruz Cáliz, NIGP-CPP, CPPB:** See attached Bid Bond Form in Notices.

*Jan 10, 2025 10:39 AM*

## ADDENDA & NOTICES

ADDENDA ISSUED:

### Addendum #1

*Jan 21, 2025 3:33 PM*

Due date extended to January 29th at 2pm.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

ADDENDA ACKNOWLEDGEMENTS:

### Addendum #1

| Proposal                        | Confirmed | Confirmed At          | Confirmed By     |
|---------------------------------|-----------|-----------------------|------------------|
| Watson Construction Company LLC | X         | Jan 21, 2025 3:52 PM  | Joni Durden      |
| Anderson Columbia Co., Inc.     | X         | Jan 29, 2025 9:22 AM  | Doug Booth       |
| V.E. Whitehurst & Sons, Inc.    | X         | Jan 29, 2025 11:15 AM | Devin Whitehurst |
| Preferred Materials, Inc.       | X         | Jan 24, 2025 8:37 AM  | Sylvia Rocek     |

NOTICES ISSUED:

### Notice #1

*Jan 10, 2025 10:38 AM*

See attached Bid Bond Form.

*Attachments:*

· [Form of Bid Bond](#)

## EVALUATION

### SELECTED VENDOR TOTALS

| Vendor                          | Total            |
|---------------------------------|------------------|
| Anderson Columbia Co., Inc.     | \$3,633,406.3545 |
| Watson Construction Company LLC | \$3,658,285.95   |
| V.E. Whitehurst & Sons, Inc.    | \$4,514,283.12   |
| Preferred Materials, Inc.       | \$4,528,621.79   |

**TABLE 1** (Table 1 of 2)

|          |           |                                                               |          |                 | Anderson Columbia Co., Inc. |              | Preferred Materials, Inc. |              | V.E. Whitehurst & Sons, Inc. |              |
|----------|-----------|---------------------------------------------------------------|----------|-----------------|-----------------------------|--------------|---------------------------|--------------|------------------------------|--------------|
| Selected | Line Item | Description                                                   | Quantity | Unit of Measure | Unit Cost                   | Total        | Unit Cost                 | Total        | Unit Cost                    | Total        |
| X        | 1         | MOBILIZATION                                                  | 1        | LS              | \$232,467.56                | \$232,467.56 | \$299,648.15              | \$299,648.15 | \$472,300.00                 | \$472,300.00 |
| X        | 2         | MAINTENANCE OF TRAFFIC                                        | 1        | LS              | \$267,454.15                | \$267,454.15 | \$356,269.79              | \$356,269.79 | \$482,495.00                 | \$482,495.00 |
| X        | 3         | PREVENTION, CONTROL, & ABATEMENT OF EROSION & WATER POLLUTION | 1        | LS              | \$50,649.57                 | \$50,649.57  | \$3,326.05                | \$3,326.05   | \$10,000.00                  | \$10,000.00  |
| X        | 4         | SEDIMENT BARRIER                                              | 10000    | LF              | \$2.50                      | \$25,000.00  | \$1.05                    | \$10,500.00  | \$2.50                       | \$25,000.00  |
| X        | 5         | MOWING (two cycles)                                           | 80       | AC              | \$196.84                    | \$15,747.20  | \$200.00                  | \$16,000.00  | \$215.00                     | \$17,200.00  |
| X        | 6         | CLEARING AND GRUBBING                                         | 1        | LS              | \$45,730.38                 | \$45,730.38  | \$72,567.87               | \$72,567.87  | \$119,875.00                 | \$119,875.00 |
| X        | 7         | MAILBOX, F&I SINGLE (AS NEEDED)                               | 41       | EA              | \$296.99                    | \$12,176.59  | \$366.61                  | \$15,031.01  | \$380.00                     | \$15,580.00  |
| X        | 8         | GRADING                                                       | 1        | LS              | \$91,552.13                 | \$91,552.13  | \$33,682.80               | \$33,682.80  | \$200,000.00                 | \$200,000.00 |
| X        | 9         | BORROW (CONTINGENCY)                                          | 40       | CY              | \$93.55                     | \$3,742.00   | \$204.10                  | \$8,164.00   | \$35.00                      | \$1,400.00   |



EXECUTIVE SUMMARY  
ITB No. ITB 25-513-LC  
Major Rehabilitation on County Road 234

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| Selected | Line Item | Description                                                                     | Quantity | Unit of Measure | Anderson Columbia Co., Inc. |                | Preferred Materials, Inc. |                | V.E. Whitehurst & Sons, Inc. |                |
|----------|-----------|---------------------------------------------------------------------------------|----------|-----------------|-----------------------------|----------------|---------------------------|----------------|------------------------------|----------------|
|          |           |                                                                                 |          |                 | Unit Cost                   | Total          | Unit Cost                 | Total          | Unit Cost                    | Total          |
| X        | 10        | TYPE 'B' STABILIZATION (LBR 40) (12")                                           | 691      | SY              | \$57.16                     | \$39,497.56    | \$56.21                   | \$38,841.11    | \$21.50                      | \$14,856.50    |
| X        | 11        | OPTIONAL BASE GROUP 01 (4")                                                     | 3073     | SY              | \$48.51                     | \$149,071.23   | \$38.69                   | \$118,894.37   | \$17.60                      | \$54,084.80    |
| X        | 12        | OPTIONAL BASE GROUP 03 (8")                                                     | 691      | SY              | \$98.07                     | \$67,766.37    | \$64.82                   | \$44,790.62    | \$24.60                      | \$16,998.60    |
| X        | 13        | MILLING EXISTING ASPHALT PAVEMENT (3.5" AVG DEPTH)                              | 52096    | SY              | \$4.47                      | \$232,869.12   | \$4.33                    | \$225,575.68   | \$2.85                       | \$148,473.60   |
| X        | 14        | MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH)                              | 398      | SY              | \$9.23                      | \$3,673.54     | \$32.08                   | \$12,767.84    | \$2.00                       | \$796.00       |
| X        | 15        | SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5) (TRAFFIC C) (PG 76-22) (2")         | 6700     | TN              | \$154.04                    | \$1,032,068.00 | \$205.15                  | \$1,374,505.00 | \$186.05                     | \$1,246,535.00 |
| X        | 16        | ASPHALTIC CONCRETE FRICTION COURSE (TYPE FC-12.5) (TRAFFIC C) (PG 76-22) (1.5") | 5400     | TN              | \$138.80                    | \$749,520.00   | \$223.79                  | \$1,208,466.00 | \$186.85                     | \$1,008,990.00 |
| X        | 17        | PIPE CULVERT (OPTIONAL MATERIAL) (ROUND) (18") (S/CD)                           | 638      | LF              | \$191.21                    | \$121,991.98   | \$225.00                  | \$143,550.00   | \$242.00                     | \$154,396.00   |
| X        | 18        | PIPE CULVERT (OPTIONAL MATERIAL) (ROUND) (24") (S/CD)                           | 256      | LF              | \$264.33                    | \$67,668.48    | \$240.00                  | \$61,440.00    | \$258.00                     | \$66,048.00    |
| X        | 19        | MITERED END SECTION (OPTIONAL ROUND) (18") (SD)                                 | 56       | EA              | \$2,052.78                  | \$114,955.68   | \$2,850.00                | \$159,600.00   | \$3,065.00                   | \$171,640.00   |

## EXECUTIVE SUMMARY

ITB No. ITB 25-513-LC

Major Rehabilitation on County Road 234

| Selected | Line Item | Description                                               | Quantity | Unit of Measure | Anderson Columbia Co., Inc. |               | Preferred Materials, Inc. |              | V.E. Whitehurst & Sons, Inc. |             |
|----------|-----------|-----------------------------------------------------------|----------|-----------------|-----------------------------|---------------|---------------------------|--------------|------------------------------|-------------|
|          |           |                                                           |          |                 | Unit Cost                   | Total         | Unit Cost                 | Total        | Unit Cost                    | Total       |
| X        | 20        | MITERED END SECTION<br>(OPTIONAL ROUND) (24")<br>(SD)     | 28       | EA              | \$2,193.38                  | \$61,414.64   | \$3,250.00                | \$91,000.00  | \$3,500.00                   | \$98,000.00 |
| X        | 21        | SEED AND MULCH<br>(AS NEEDED)                             | 400      | SY              | \$3.70                      | \$1,480.00    | \$18.78                   | \$7,512.00   | \$2.90                       | \$1,160.00  |
| X        | 22        | SOD OR HYDROSEED                                          | 30000    | SY              | \$5.07                      | \$152,100.00  | \$4.74                    | \$142,200.00 | \$2.90                       | \$87,000.00 |
| X        | 23        | RETROREFLECTIVE PAVEMENT MARKER                           | 550      | EA              | \$6.75                      | \$3,712.50    | \$6.00                    | \$3,300.00   | \$6.45                       | \$3,547.50  |
| X        | 24        | PAINT<br>(STANDARD)<br>(WHITE) (SOLID)<br>(6")            | 8.03     | GM              | \$1,462.25                  | \$11,741.8675 | \$1,300.00                | \$10,439.00  | \$1,885.00                   | \$15,136.55 |
| X        | 25        | PAINT<br>(STANDARD)<br>(WHITE) (SOLID)<br>(24")           | 24       | LF              | \$2.81                      | \$67.44       | \$2.50                    | \$60.00      | \$4.85                       | \$116.40    |
| X        | 26        | PAINT<br>(STANDARD)<br>(YELLOW) (SOLID)<br>(6")           | 2.7      | GM              | \$1,462.25                  | \$3,948.075   | \$1,300.00                | \$3,510.00   | \$1,885.00                   | \$5,089.50  |
| X        | 27        | PAINT<br>(STANDARD)<br>(YELLOW) (10-30 SKIP) (6")         | 3.71     | GM              | \$843.61                    | \$3,129.7931  | \$750.00                  | \$2,782.50   | \$1,075.00                   | \$3,988.25  |
| X        | 28        | THERMOPLASTIC<br>(STANDARD)<br>(WHITE) (SOLID)<br>(6")    | 8.03     | GM              | \$5,849.00                  | \$46,967.47   | \$5,200.00                | \$41,756.00  | \$6,150.00                   | \$49,384.50 |
| X        | 29        | THERMOPLASTIC<br>(STANDARD)<br>(WHITE) (SOLID)<br>(24")   | 24       | LF              | \$11.25                     | \$270.00      | \$10.00                   | \$240.00     | \$23.65                      | \$567.60    |
| X        | 30        | THERMOPLASTIC<br>(STANDARD)<br>(YELLOW) (SOLID)<br>(6")   | 2.7      | GM              | \$5,849.00                  | \$15,792.30   | \$5,200.00                | \$14,040.00  | \$6,150.00                   | \$16,605.00 |
| X        | 31        | THERMOPLASTIC<br>(STANDARD)<br>(YELLOW) (10-30 SKIP) (6") | 3.71     | GM              | \$2,474.59                  | \$9,180.7289  | \$2,200.00                | \$8,162.00   | \$1,892.00                   | \$7,019.32  |

EXECUTIVE SUMMARY  
ITB No. ITB 25-513-LC  
Major Rehabilitation on County Road 234

|          |           |             |          |                 | Anderson Columbia Co., Inc. |                  | Preferred Materials, Inc. |                | V.E. Whitehurst & Sons, Inc. |                |
|----------|-----------|-------------|----------|-----------------|-----------------------------|------------------|---------------------------|----------------|------------------------------|----------------|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost                   | Total            | Unit Cost                 | Total          | Unit Cost                    | Total          |
| Total    |           |             |          |                 |                             | \$3,633,406.3545 |                           | \$4,528,621.79 |                              | \$4,514,283.12 |

**TABLE 1** (Table 2 of 2)

|          |           |                                                                                 |          |                 | Watson Construction Company LLC |                |
|----------|-----------|---------------------------------------------------------------------------------|----------|-----------------|---------------------------------|----------------|
| Selected | Line Item | Description                                                                     | Quantity | Unit of Measure | Unit Cost                       | Total          |
| X        | 1         | MOBILIZATION                                                                    | 1        | LS              | \$178,082.00                    | \$178,082.00   |
| X        | 2         | MAINTENANCE OF TRAFFIC                                                          | 1        | LS              | \$195,000.00                    | \$195,000.00   |
| X        | 3         | PREVENTION, CONTROL, & ABATEMENT OF EROSION & WATER POLLUTION                   | 1        | LS              | \$7,500.00                      | \$7,500.00     |
| X        | 4         | SEDIMENT BARRIER                                                                | 10000    | LF              | \$2.00                          | \$20,000.00    |
| X        | 5         | MOWING (two cycles)                                                             | 80       | AC              | \$50.00                         | \$4,000.00     |
| X        | 6         | CLEARING AND GRUBBING                                                           | 1        | LS              | \$59,450.00                     | \$59,450.00    |
| X        | 7         | MAILBOX, F&I SINGLE (AS NEEDED)                                                 | 41       | EA              | \$250.00                        | \$10,250.00    |
| X        | 8         | GRADING                                                                         | 1        | LS              | \$101,400.00                    | \$101,400.00   |
| X        | 9         | BORROW (CONTINGENCY)                                                            | 40       | CY              | \$40.00                         | \$1,600.00     |
| X        | 10        | TYPE 'B' STABILIZATION (LBR 40) (12")                                           | 691      | SY              | \$37.21                         | \$25,712.11    |
| X        | 11        | OPTIONAL BASE GROUP 01 (4")                                                     | 3073     | SY              | \$27.40                         | \$84,200.20    |
| X        | 12        | OPTIONAL BASE GROUP 03 (8")                                                     | 691      | SY              | \$47.44                         | \$32,781.04    |
| X        | 13        | MILLING EXISTING ASPHALT PAVEMENT (3.5" AVG DEPTH)                              | 52096    | SY              | \$3.25                          | \$169,312.00   |
| X        | 14        | MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH)                              | 398      | SY              | \$7.00                          | \$2,786.00     |
| X        | 15        | SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5) (TRAFFIC C) (PG 76-22) (2")         | 6700     | TN              | \$185.00                        | \$1,239,500.00 |
| X        | 16        | ASPHALTIC CONCRETE FRICTION COURSE (TYPE FC-12.5) (TRAFFIC C) (PG 76-22) (1.5") | 5400     | TN              | \$188.00                        | \$1,015,200.00 |

## EXECUTIVE SUMMARY

ITB No. ITB 25-513-LC

Major Rehabilitation on County Road 234

|          |           |                                                       |          |                 | Watson Construction Company LLC |                |
|----------|-----------|-------------------------------------------------------|----------|-----------------|---------------------------------|----------------|
| Selected | Line Item | Description                                           | Quantity | Unit of Measure | Unit Cost                       | Total          |
| X        | 17        | PIPE CULVERT (OPTIONAL MATERIAL) (ROUND) (18") (S/CD) | 638      | LF              | \$124.00                        | \$79,112.00    |
| X        | 18        | PIPE CULVERT (OPTIONAL MATERIAL) (ROUND) (24") (S/CD) | 256      | LF              | \$135.00                        | \$34,560.00    |
| X        | 19        | MITERED END SECTION (OPTIONAL ROUND) (18") (SD)       | 56       | EA              | \$2,100.00                      | \$117,600.00   |
| X        | 20        | MITERED END SECTION (OPTIONAL ROUND) (24") (SD)       | 28       | EA              | \$2,200.00                      | \$61,600.00    |
| X        | 21        | SEED AND MULCH (AS NEEDED)                            | 400      | SY              | \$1.00                          | \$400.00       |
| X        | 22        | SOD OR HYDROSEED                                      | 30000    | SY              | \$2.70                          | \$81,000.00    |
| X        | 23        | RETROREFLECTIVE PAVEMENT MARKER                       | 550      | EA              | \$6.50                          | \$3,575.00     |
| X        | 24        | PAINT (STANDARD) (WHITE) (SOLID) (6")                 | 8.03     | GM              | \$1,320.00                      | \$10,599.60    |
| X        | 25        | PAINT (STANDARD) (WHITE) (SOLID) (24")                | 24       | LF              | \$3.00                          | \$72.00        |
| X        | 26        | PAINT (STANDARD) (YELLOW) (SOLID) (6")                | 2.7      | GM              | \$1,320.00                      | \$3,564.00     |
| X        | 27        | PAINT (STANDARD) (YELLOW) (10-30 SKIP) (6")           | 3.71     | GM              | \$1,320.00                      | \$4,897.20     |
| X        | 28        | THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (6")         | 8.03     | GM              | \$7,920.00                      | \$63,597.60    |
| X        | 29        | THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")        | 24       | LF              | \$7.00                          | \$168.00       |
| X        | 30        | THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (6")        | 2.7      | GM              | \$7,920.00                      | \$21,384.00    |
| X        | 31        | THERMOPLASTIC (STANDARD) (YELLOW) (10-30 SKIP) (6")   | 3.71     | GM              | \$7,920.00                      | \$29,383.20    |
| Total    |           |                                                       |          |                 |                                 | \$3,658,285.95 |

# ITA ITB 25-513-LC

Final Audit Report

2025-02-13

|                 |                                                |
|-----------------|------------------------------------------------|
| Created:        | 2025-02-07                                     |
| By:             | Leira Cruz Caliz (lcruzcaliz@alachuacounty.us) |
| Status:         | Signed                                         |
| Transaction ID: | CBJCHBCAABAAQdaoinIEPggE8T2s24yVniSO8sHU00sw   |

## "ITA ITB 25-513-LC" History

-  Document created by Leira Cruz Caliz (lcruzcaliz@alachuacounty.us)  
2025-02-07 - 11:52:01 AM GMT
-  Document emailed to TJ White (twhite@alachuacounty.us) for signature  
2025-02-07 - 11:52:35 AM GMT
-  Email viewed by TJ White (twhite@alachuacounty.us)  
2025-02-07 - 9:37:30 PM GMT
-  Document e-signed by TJ White (twhite@alachuacounty.us)  
Signature Date: 2025-02-13 - 9:57:16 PM GMT - Time Source: server
-  Agreement completed.  
2025-02-13 - 9:57:16 PM GMT



**ALACHUA COUNTY  
ROAD AND BRIDGE CONSTRUCTION AGREEMENT FOR INVITATION TO BID  
NO. 25-513-LC**

**PROJECT NO. 923-7908  
AGREEMENT NO. 14345**

**CR 234 MAJOR REHABILITATION**

**ANDERSON COLUMBIA CO., INC**

**ROAD AND BRIDGE CONSTRUCTION AGREEMENT NO. 14345 BETWEEN ALACHUA COUNTY AND ANDERSON COLUMBIA CO., INC. FOR INVITATION TO BID NO. 25-513-LC – PROJECT NO. 923-7908 – FOR CR 234 MAJOR REHABILITATION**

**THIS AGREEMENT** made and entered into by and between **Anderson Columbia Co., Inc.**, a , whose principal business address is 871 NW Guerdon Street, Lake City, FL 32055 (hereinafter referred to as “Contractor”, and Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as “County”(collectively, the County and Contractor are hereinafter referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the County issued Invitation to Bid No. 25-513-LC seeking the bids from road and bridge construction contractors to furnish all labor, materials, equipment and apparatus for the construction of milling and resurfacing CR 234 from US 441 to the entrance to the Payne's Prairie Maintenance Office. The project includes resurfacing or constructing paved driveways and side streets to the right of way line, installing side drains with mitered end sections, installation of Safety Edge, shoulder and ditch grading associated with the driveway construction and Safety Edge installation, and pavement markings, *in Alachua County, Florida*; and

**WHEREAS**, after evaluating and considering all timely responses to Invitation to Bid No. 25-513-LC, the County identified the Contractor as the lowest price, responsive, responsible bidder; and

**WHEREAS**, the County desires to contract with the Contractor to provide the work described in Invitation to Bid No. 25-513-LC and the Contractor desires to perform such work for the County in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **THE WORK.** That the Contractor shall furnish all labor, material, equipment, apparatus and services covered by **Exhibit 1: Non-Technical Specifications** attached hereto and incorporated by reference, **Exhibit 2: Technical Specifications** attached hereto and incorporated by reference, and **Exhibit 13: Alachua County Public Works Construction Drawings for County Project 923-7908 NE 1 St/CR 2082/CR 234 Milling and Resurfacing from Entrance to Paynes Prairie Maint Office to US 441 (Micanopy) Rehab (Major)**, Final Plans dated June 2024, for *Invitation to Bid No. 25-513-LC, Project No: 923-7908, “CR 234 Major Rehabilitation”* attached hereto and incorporated by reference, hereinafter collectively referred to as “Contract Documents and Specifications”, which shall include all incidental and necessary work thereto (the “Work”). All Work shall be performed and completed in accordance with the Contract Documents and Specifications. The Contract Documents and Specifications are made part of this Agreement as set forth herein. The Contractor acknowledges that it has received the Contract Documents and Specifications are herein acknowledged by the Contractor.
2. **CONTRACT PRICE.**
  - 2.1. The awarded Agreement consists of the Contract Amount of Three Million, Six Hundred Thirty-Three Thousand, Four Hundred Six Dollars and Thirty-Five Cents (\$3,633,406.35) plus a Contingency of One Hundred Eighty-One Thousand, Six Hundred Seventy Dollars and Thirty-Two Cents (\$181,670.32).
  - 2.2. The Work includes both Lump Sum items and Unit Price items. For performing the Work, the Contractor shall be paid a sum that SHALL NOT EXCEED Three Million, Six Hundred Thirty-

Three Thousand, Four Hundred Six Dollars and Thirty-Five Cents (\$3,633,406.35) (the “Contract Amount”), unless a Change Order or Amendment is issued in accordance this Agreement. Invoices and payments shall be allocated as provided in the Schedule of Values, attached hereto and incorporated by reference as **Exhibit 9**. The Contractor shall invoice the County at the prices set forth in **Exhibit 9**, and the County shall pay the Contractor only for the actual quantities of Work performed or materials furnished in accordance with this Agreement. The Parties agree that the Estimated Quantities set forth in **Exhibit 9** may be increased or decreased as provided in this Agreement without, in any way, changing or invalidating the any of the Unit or Lump Sum prices set forth in **Exhibit 9**.

- 2.3. The County shall establish a contingency fund in an amount that SHALL NOT EXCEED One Hundred Eighty-One Thousand, Six Hundred Seventy Dollars and Thirty-Two Cents (\$181,670.32) (hereinafter, the “Contingency”).
  - 2.4. Contingency funds shall be used to cover costs that may result from incomplete design, increases to the Estimated Quantities, and unanticipated costs that arise during construction that are not identified by the Construction Documents and Specifications. Contractor shall not proceed with any portion of the Work which it intends to charge against the Contingency without first informing the County that it intends to request Contingency funds to perform that portion of the Work and obtaining County’s express written authorization to proceed prior to commencing that portion of the Work.
  - 2.5. The Contractor acknowledges and agrees that any Work which is to be charged against the Contingency that does not receive such prior written approval from the County shall be deemed to be part of Contractors Work compensated within the Contract Amount and not chargeable against the Contingency. The Owner reserves the right, at its sole discretion, to withhold its consent on Contingency expenditures. Further, any Contingency expenditure becomes part of the Contract Documents and is incorporated by reference herein. County approved, but unused Contingency remaining at the end of the job will be credited from the Contract Amount. Construction Manager has no entitlement to any portion of any unused Contingency.
3. **CLOSEOUT** The Contractor’s obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met, and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit 5**.
4. **ALACHUA COUNTY MINIMUM WAGE**
- 4.1. If, as determined by County, the Services to be performed pursuant to this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit 10**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the



prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$18.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour      \$20.00 per hour without health benefits

- 4.2. If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes. Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

## 5. GENERAL CONDITIONS

- 5.1. That it is agreed by both Parties hereto that progress payments and final payment for Work performed will be made in accordance with the provisions as stipulated in the NTP and the Scope of Work/Technical Specification attached hereto and incorporated by reference as **Exhibit 2**. In case of conflict in payment terms, the terms in the NTP shall prevail.
- 5.2. It is agreed by both Parties hereto that five percent (5%) of the amount earned through each progress payment shall be withheld by the County. The retainage shall be paid to the Contractor pursuant to Section 5.3.
- 5.3. Within fifteen (15) days of obtaining Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (the "List") of items required to achieve final completion of the Work. Contractor will provide a first draft of the List within five (5) days of notice of Substantial Completion. The County will notify the Contractor of acceptance or of any changes requested within five (5) days of receipt of the draft List. The County shall deliver the final List to the Contractor no later than five (5) days after it has been developed as set forth above. The failure to include on the List any corrective work or pending items not yet completed does not alter, waive or release the Contractor of its responsibility to complete such corrective work, pending items, or any other Work pursuant to the Agreement. Upon completion of all items on the List, the Contractor may submit an application for Final Payment request for all remaining retainage withheld by the County. If a good faith dispute exists as to whether one or more items identified on the List have been completed pursuant to this Agreement, the County may continue to withhold an amount equal to 150 percent of the total cost to complete such items until the Contractor has rendered complete, satisfactory and acceptable such items. All items that require correction under the Agreement and that are identified after the preparation and delivery of the List remain the obligation of the Contractor.
- 5.4. If the County fails to develop the list in the time specified, the Contractor may request payment for all retainage held by the County, less any amounts withheld for incomplete or uncorrected Work. If the Contractor fails to cooperate with the County in developing The List, or obligations under The List, the County shall notify the Contractor in writing of its failure to cooperate in developing The List and the County shall not be obligated to pay the retainage.
- 5.5. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of, or release retainage related to, a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.
- 5.6. Once all items on The List have been completed, the Contractor may request the remaining retainage from the County. In cases of a dispute as to completion of an item on the List, the County may withhold an amount not to exceed 150% of the total cost to complete disputed items.

## 6. CONTRACT TIME AND DAMAGES

- 6.1. It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work.

The Contract Time shall begin as set forth within the issuance of a Notice to Proceed to the Contractor by the County. Contract Time for Substantial Completion is 95 Working Days, as defined in Contract Documents and Specifications, from the Contractor's receipt of the Notice to Proceed. Contract Time for Final Completion is 30 working days from the date the County delivers the final List to the Contractor as provided in section 5.3, above, unless extended in accordance with §218.735(7)(c), Florida Statutes.

- 6.2. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work has not reached Substantial Completion as herein defined or within such further time, if any, as shall be allowed for such performance of Substantial Completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of Two Thousand, Six Hundred Sixty-Seven Dollars and Zero Cents (\$2,667.00) per day for each and every working day after the date fixed for Substantial Completion.
- 6.3. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work has not reached Final Completion as herein defined or within such further time, if any, as shall be allowed for such performance of Final Completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of One Thousand, Three Hundred Thirty-Three Dollars and Fifty Cents (\$1,333.50) per day for each and every working day after the date fixed for Final Completion.

## 7. **PERFORMANCE AND PAYMENT BONDS**

- 7.1. Within ten (10) business days after signature of this Agreement by the Parties, Contractor shall provide Owner with Payment and Performance Bonds, in the forms prescribed as **Exhibits 3 & 4**, in the amount of 100% of the total sum of the Contract Amount, the costs of which are to be paid by the Contractor.
- 7.2. If the surety for any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and County's approval.
- 7.3. In accordance with the requirements of §255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the County at least five (5) days prior to performing any Work under this Agreement. The Contractor shall not perform any Work under this Agreement prior to recording said bonds. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to County's obligation to make any payments to the Contractor hereunder.

8. **NOTICES** - Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

County:

Alachua County Public Works  
5620 NW 120<sup>th</sup> Lane

Gainesville, FL 32653  
Attn: Public Works Director  
[jflegert@alachuacounty.us](mailto:jflegert@alachuacounty.us)

Contractor:  
Anderson Columbia Co., Inc.  
871 NW Guerdon Street  
Lake City, FL 32055  
[doug.booth@andersoncolumbia.com](mailto:doug.booth@andersoncolumbia.com)

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
Attn: Finance and Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And

Procurement Office  
12 SE 1<sup>st</sup> Street, 3<sup>rd</sup> Floor  
Gainesville, Florida 32601  
Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)

9. **RELEASE OF CLAIMS**. It is agreed that when all Work contemplated by this Agreement has reached Final Completion and has been inspected and approved by the County, or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit in the form attached hereto as **Exhibit 6**, or other such release as provided for in §255.05, Florida Statutes, and agreed to by the County. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that all obligations of the Contractor to others, including but not limited to its consultants, subcontractors, and suppliers, incurred in connection with the Work, have been paid in full and Contractor shall include executed and notarized Waivers of Right to Claim against the Payment Bond, in the form attached hereto as **Exhibit 7**, from all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in this Agreement, unless the Contractor provides the County with a written consent from the surety regarding the Work or the payment in question.
10. **GOVERNING ORDER OF DOCUMENTS** In cases of discrepancy, the governing order of the documents is as follows:
- 10.1. Amendments and Change orders;
  - 10.2. This Agreement;
  - 10.3. Technical Specifications for Invitation to Bid No. 25-513-LC (**Exhibit 2**);
  - 10.4. Non-Technical Specifications for Invitation to Bid No. 25-513-LC (**Exhibit 1**);
  - 10.5. *Alachua County Public Works Construction Drawings for County Project 923-7908 NE 1 St/CR 2082/CR 234 Milling and Resurfacing from Entrance to Paynes Prairie Maint Office to US 441 (Micronopy) Rehab (Major)*, Final Plans dated June 2024, for Invitation to Bid No. 25-513-LC (**Exhibit 13**);
  - 10.6. Contractor's Invitation to Bid Submittal.

## **11. INDEMNIFICATION**

- 11.1. To the maximum extent permitted by Florida law, but subject to the monetary limitation that the extent of the Contractor's indemnification obligation shall not exceed the awarded amount of Three Million, Six Hundred Thirty-Three Thousand, Four Hundred Six Dollars and Thirty-Five Cents (\$3,633,406.35), the Contractor agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.
- 11.2. The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 11.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 11.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 11.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

## **12. PUBLIC RECORDS**

- 12.1. In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:
  - 12.1.1. Keep and maintain public records required by the County to perform the Services.
  - 12.1.2. 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 Florida law or as otherwise provided by law.
  - 12.1.3. 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 term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
  - 12.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, 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 County's information technology systems.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

- 12.2. If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.
- 12.3. Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.
12. **INSURANCE** Throughout the term of this Agreement, the Contractor shall provide insurance of the types and in the amounts set forth in **Exhibit 8**. The Contractor shall also require any subcontractors to provide insurance as set forth in **Exhibit 8**. A current copy of the Contractor Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 8-A**.
13. **SEVERABILITY AND AMBIGUITY** It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.
14. **AMENDMENT** This Agreement may be amended by mutual written agreement of the Parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.
15. **INDEPENDENT CONTRACTOR** In the performance of this Agreement, the Contractor will be acting in the capacity of an independent Contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.
16. **CHOICE OF LAW** The laws of the State of Florida shall govern this Agreement, and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County, Florida.
17. **COMPLETE AGREEMENT** This Agreement contains the sole and entire agreement between

the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.

18. **NON-WAIVER** The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.
19. **SUCCESSORS AND ASSIGNS** The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.
20. **NO THIRD-PARTY BENEFICIARIES** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.
21. **MODIFICATIONS** This agreement constitutes the entire agreement and understanding between the Parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the Parties hereto.
22. **WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS**
  - 22.1. The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by the Alachua County Public Works Director, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to the Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.
  - 22.2. The acceptance of Final Payment by the Contractor shall constitute a waiver of all claims by the Contractor against the County, except those previously made in writing and unsettled at the time of Final Payment.
23. **TERMINATION FOR DEFAULT**
  - 23.1. Contractor shall be considered in material default of this Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Article, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by County or Design Professional or as provided for in the approved Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Agreement; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of this Agreement.
  - 23.2. If County determines that Contractor is in default under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not

remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders that County may designate, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose. If default is solely a result of Contractor's failure to construct in accordance with the Master Project Schedule, then twenty-one (21) calendar days shall be allowed to cure the default. In making either the initial determination that Contractor is in default under this Contract or the subsequent determination that Contractor has failed to satisfactorily cure its default, County may rely solely upon the Design Professional's certification to County that in the Design Professional's opinion the Contractor is in default or has failed to satisfactorily cure its default. The County Manager has authority to terminate this Agreement.

- 23.3. If County deems any of the foregoing remedies necessary, Contractor shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the unpaid balance of the Contract Amount/GMP, and if such expenditures exceed the unpaid balance of the Contract Amount/GMP, Contractor shall pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount/GMP exceeds all such costs, expenditures and damages incurred by County to complete the Work, Contractor shall not be entitled to any portion of such excess, except for the unpaid portion of the Contractor's Fee earned and the Cost of Work incurred prior to Contractor's right to continue performance under this Contract being terminated. Any amounts to be paid to County by Contractor pursuant to this provision shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.
- 23.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event County has exercised its right to terminate due to Contractor's default, Contractor shall be prohibited from bidding or otherwise seeking additional work from County in accordance with County's then current debarment policy.
- 23.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then such termination shall be deemed a termination for County's convenience and Contractor's remedies against County shall be the same as and limited to those afforded Contractor under Section 25 below.

## **24. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

- 24.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount/GMP earned

through the date of termination, together with any retainage withheld and reasonable termination expenses incurred but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated profit on portions of the Work not performed.

- 24.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended and later recommenced, Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Contractor be entitled to any additional compensation or damages, except as otherwise expressly provided for in the Contract Documents. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

25. **WORKPLACE VIOLENCE** Employees of the Contractor are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Contractor's employee.

25.1. Battery: intentional offensive touching or application of force or violence to another.

25.2. Stalking: willfully, maliciously and repeatedly following or harassing another person.

26. **DUTIES AND OBLIGATIONS** The rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by Agreement No. 14345 and the rights and remedies available to the County thereunder, shall be in addition to and not a limitation of any otherwise imposed or available law, by special guarantee or other provisions of the Contract Documents and Specifications.

27. **POLLUTION ABATEMENT** The Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. He shall take necessary measures to minimize soil erosion.

28. **INJURY OR DAMAGE TO PEOPLE OR PROPERTY** Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

29. **HEALTH CONSIDERATIONS** The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. The Contractor shall commit no public nuisance.

30. **ELECTRONIC SIGNATURES** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical



delivery of the paper document bearing an original or electronic signature.

31. **E-VERIFY** Pursuant to F.S. §448.095, Contractor shall register and use the U.S. Department of Homeland Security's E-Verify System to verify the work authorization status of all new employees hired by the Contractor during the term of this Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize such E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify System is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and Contractor (a) may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and (b) Contractor is liable for any additional costs incurred by the County as a result of termination of this Agreement.
32. **HUMAN TRAFFICKING AFFIDAVIT OF NO COERCION FOR LABOR OR SERVICES**
  - 32.1. Section 787.06(13), Florida Statutes, requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.
  - 32.2. The Contractor will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, attached hereto and incorporated herein as **Exhibit 11**.
33. **CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**
  - 33.1. Section 287.138, Florida Statutes, prohibits any governmental entity, which includes "district", from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and:
    - 33.1.1. The entity is owned by the government of a foreign country of concern;
    - 33.1.2. The government of a foreign country of concern has a controlling interest in the entity; or
    - 33.1.3.** The entity is organized under the laws of or has its principal place of business in a foreign country of concern.
  - 33.2. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier.
  - 33.3. The Contractor will certify this understanding, obligation, through the completion of the Foreign Country of Concern Affidavit, attached hereto and incorporated herein as **Exhibit 12**.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first written below.

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Charles Chestnut, IV, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
J.K. “Jess” Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

CONTRACTOR

Signed by:  
By: E. Tony Williams, Jr.  
81C801285509438...  
Print: E. Tony Williams, Jr.  
Title: Vice President  
Date: 2/20/2025

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

**EXHIBIT 1: NON-TECHNICAL SPECIFICATIONS**

**Non-Technical Specifications  
(General Terms & Conditions)**

**CR 234 Major Rehabilitation**

**Project No. 923-7908**

## 1. DEFINITIONS

These definitions apply to this exhibit and any and all subsequent exhibits. Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

- 1.1. **AGREEMENT:** The written document between the County and the Contractor covering the Work to be performed, including the Contractor's Bid and the Bonds.
- 1.2. **BONDS:** Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.3. **CHANGE ORDER:** A written order to the Contractor, signed by the Board of County Commissioners or County Manager, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued after execution of the Agreement.
- 1.4. **CONTINGENCY AMOUNT:** The total monies established to efficiently and timely address any unknown or unanticipated conditions and pay factor adjustments. Contractor has no entitlement to any contingency amount without written notice from the County.
- 1.5. **CONTRACT:** The written agreement incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents covering the Work to be performed.
- 1.6. **CONTRACT PRICE:** The total monies payable to the Contractor plus the established contingency amount under the provisions of the Contract Documents.
- 1.7. **CONTRACT DOCUMENTS:** The Agreement, Specifications, Drawings, Addenda whether issued prior to the opening of bids or execution of the Contract and Modifications.
- 1.8. **CONTRACT TIME:** The number of days stated in the Agreement for the completion of the Work.
- 1.9. **CONTRACTOR:** The person, firm or corporation with whom the County has executed a contract for the performance of the Work, or his legally authorized representative.
- 1.10. **COUNTY:** Alachua County, Florida, through the Board of County Commissioners, or its authorized legal representative.
- 1.11. **COUNTY ENGINEER:** The Alachua County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.
- 1.12. **DIRECTOR:** The Department Director, or his authorized representative, 5620 NW 120 Lane, Gainesville, Florida 32653, acting for the County.
- 1.13. **DRAWINGS:** The drawings and plans which show the character and scope of the Work to be performed, and which have been prepared or approved by the Director and are referred to in the Contract Documents.
- 1.14. **FIELD CHANGE ORDER:** A written order to the Contractor signed by the Public Works Director or designee for modifications to the work that do not increase the Contract Price, that do not increase Contract Time and that do not increase the size (project limits), function (project type) or intended use of the work..
- 1.15. **PROJECT REPRESENTATIVE:** The authorized representative of the Director who is assigned to the project or any parts thereof.
- 1.16. **RESPONSIBLE AGENT:** The duly authorized representative of the Alachua County Board of County Commissioners or the Contractor during the contract period.
- 1.17. **SHOP DRAWINGS:** All Drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, materials or some portion of the Work.
- 1.18. **SPECIFICATIONS:** The directions, provisions and requirements contained herein, together with all written Agreements made or to be made, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Contract.
- 1.19. **SUBCONTRACTORS:** Any person, firm or corporation, other than the Contractor, supplying labor, equipment or material for work at the site of the project.

- 1.20. **WORK:** Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

## **2. STARTING THE WORK**

### **2.1. Schedule**

Within ten (10) days after execution of the Agreement, the Contractor will submit to the County Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

### **2.2. Pre-Construction Conference**

Before starting Work, a conference will be held to review the above schedules and submittal package (See 2.5 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the parties as to the project. Present at the conference will be the County Engineer, and/or his Project Representative, and the Contractor and utility company representatives.

### **2.3. Notice to Proceed**

Upon execution and delivery of the Agreement, the County Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

### **2.4. Commencement of Time**

The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

### **2.5. Submittals**

The Contractor's submittal package for the Pre-Construction meeting shall include: the Surveyor's License Confirmation on a form provided by the County, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan, and Stormwater Pollution Prevention Plan to be approved by the County prior to any construction activities along with any other requirements or permits as outlined in this document. All submittals must be approved by the County prior to implementation.

## **3. INTENT OF CONTRACT DOCUMENTS**

- 3.1. It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.
- 3.2. The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order or Field Change Order or Contract Amendment.

## **4. OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS**

- 4.1. All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.
- 4.2. The County will furnish to the Contractor three (3) copies of the Drawings as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- 4.3. The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director and/or his Project Representatives.

## 5. WORK BY OTHERS

- 5.1. The County may perform additional work related to the project by itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County, if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- 5.2. If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the County Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of his Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.
- 5.3. The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County Engineer.
- 5.4. If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in the **Non-Technical Specifications**, Paragraphs 15-17.

## 6. RESPONSIBLE AGENT

- 6.1. The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor.
- 6.2. The County Engineer will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 6.3. A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this contract.

## 7. ACCIDENT PREVENTION

- 7.1. Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 7.2. Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

## 8. SUBCONTRACTS

- 8.1. The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the County Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the County Engineer, prior to written concurrence by the County Engineer.
- 8.2. The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the County Engineer or any obligation on the part

of the County or the County Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.

- 8.3. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.
- 8.4. The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

## 9. PHYSICAL AND SUBSURFACE CONDITIONS

- 9.1. The County Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.
- 9.2. The Contractor will promptly notify the County Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The County Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the County Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the County Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

## 10. COUNTY ENGINEER'S STATUS DURING CONSTRUCTION

- 10.1. The County Engineer shall be the County's representative during the construction period. All instructions of the County to the Contractor shall be issued through the County Engineer.
- 10.2. The County Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will he be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the County that the completed project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the County informed of the progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.
- 10.3. The County Engineer will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the **Non-Technical Specifications**, Paragraph 12. He will also have authority to require special inspection or testing of the Work as provided in the **Non-Technical Specifications**, Paragraph 14.3, whether or not the Work is fabricated, installed or completed.
- 10.4. Neither the County Engineer's authority to act under this **Non-Technical Specifications** Paragraph 10, nor any decision made by them in good faith, either to exercise or not exercise such authority shall give rise to any duty or responsibility of the County Engineer to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

## 11. COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS

- 11.1. The County Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper



execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in the **Non-Technical Specifications**, Paragraph 16.

- 11.2. The County Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance there under. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the County Engineer for decisions, which he shall render in writing within a reasonable time.

## 12. TESTS AND INSPECTIONS

- 12.1. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the County Engineer timely notice of readiness, therefore. The Contractor will furnish the County Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the County Engineer, it must, if directed by the County Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.
- 12.2. Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in the **Non-Technical Specifications**, Paragraph 19.
- 12.3. Neither observations by the County Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

## 13. CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

- 13.1. The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the County Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 13.2. The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the County Engineer. The superintendent shall not be replaced without the consent of the County Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.
- 13.3. The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. Surveyor is required to sign, seal and return a form provided by the County. He will at all times maintain good discipline and order among his



employees at the site.

- 13.4. The County Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their agents or employees or any other persons performing any of the Work.
- 13.5. The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

#### **14. ACCESS TO THE WORK: UNCOVERING FINISHED WORK**

- 14.1. The County Engineer and his representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 14.2. If any Work is covered contrary to the request of the County Engineer, it must, if requested by the County Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 14.3. If any Work has been covered which the County Engineer has not specifically requested to observe prior to its being covered, or if the County Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in the **Non-Technical Specifications**, Paragraph 16 and 17.

#### **15. CHANGES IN THE CONTRACT WORK**

- 15.1. Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Price, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in the **Non-Technical Specifications**, Paragraphs 16 and 17.
- 15.2. The Public Works Director may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order. If the Contractor believes that any minor change or alteration authorized by the Director entitles him to an increase in the Contract Price, he may make a claim therefore as provided in the **Non-Technical Specifications**, Paragraph 16.
- 15.3. Additional work performed by the Contractor prior to written authorization will not automatically entitle him to additional compensation, an increase in the Contract Price, or an extension of the Contract Time.
- 15.4. It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

## 16. CHANGE OF CONTRACT PRICE

- 16.1. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work plus any applicable Contingency Amount authorized in accordance with this agreement.
- 16.2. The Contract Price may only be changed by a Change Order or Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Price, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. Change orders and field change orders will be approved by the following procedure:
  - 16.2.1. The Public Works Director or his designee may approve Field Change Orders that, either cumulatively or individually, increase the Contract Price up to the total amount of the contingency, provided that such Field Change Orders do not extend contract time or does not expand the size, function or intended use of the project contained in the contract documents.
  - 16.2.2. The County Manager may approve Change Orders that, either cumulatively or individually, increase the Contract Price up to the total amount of the contingency; or Change Orders that, either cumulatively or individually, increase the Contract Price by ten percent of the original Contract Price or \$100,000, whichever is less, provided that such Change Orders do not expand the size, function or intended use of the project contained in the contract documents.
  - 16.2.3. The Board of County Commissioners has the sole authority to approve Change Orders that increase the Contract Price by more than ten percent of the original Contract Price or \$100,000 or Change Orders that expand the size function or intended use of the project contained in the contract documents.
- 16.3. The value of any Work covered by a Change Order or Field Change Order, for any claim for an increase in the Contract Price, shall be determined in the following ways:
  - 16.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  - 16.3.2. Mutual acceptance of a lump sum or unit price.
  - 16.3.3. Cost and a mutually acceptable fixed amount for overhead and profit.
  - 16.3.4. If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:
    - 16.3.4.1. for all such Work done by his own organization, the Contractor may add up to 10% (ten percent) of his actual increase in cost; and
    - 16.3.4.2. for all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of his actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph 17.4.4.1, the Contractor will submit in a form prescribed by the Director an itemized cost breakdown together with supporting data
- 16.4. Pay factor adjustments shall be adjusted in accordance with details outlined in the **Technical Specifications**.

## 17. CHANGE OF THE CONTRACT TIME

- 17.1. The Contract Time may be changed solely in a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. The County Manager may approve any extension in Contract Time. Contract Time shall not be extended for County designated holidays. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 17.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefore as provided in the **Non-Technical Specifications**, Paragraph 17.1. Such delays shall only include, acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions, acts of God or other delays at the sole discretion of the County.
- 17.3. All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **Non-Technical Specifications**, Paragraph 17 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

## 18. NEGLECTED WORK

If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days' written notice to the Contractor, the County Engineer may, without prejudice to any other remedy he may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

## 19. WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 19.1. The Contractor warrants and guarantees to the County and the County Engineer that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.
- 19.2. If required by either the Director or the County Engineer prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the County Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the County Engineer, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the County Engineer, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.
- 19.3. If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms

of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the County and in accordance with the County's written instructions either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with nondefective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.

- 19.4. If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the County Engineer with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of the **Non-Technical Specifications** Paragraph 16.3.4 shall prevail.

## 20. APPLICATIONS FOR PROGRESS PAYMENTS

- 20.1. Not more than once a month, the Contractor shall submit to the County Engineer for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the County Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at his expense.
- 20.2. Upon receipt of each progress payment from the County, the Contractor shall, in accordance with Section 255.073(3), Florida Statutes, pay each of its subcontractor and suppliers all amounts due for labor, services, and materials furnished by said subcontractors and suppliers through the date of said application for progress payment for which payment has been received by the Contractor. In addition, Contractor shall include a provision in each of its subcontracts to require, in accordance with Section 255.073(3), Florida Statutes, that when its subcontractors receive a payment from Contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment from the Contractor. Contractor's failure to comply with this subsection shall constitute a material breach of this Agreement.
- 20.3. For the purposes of this Agreement, a "Claimant" is defined as all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in this Agreement. Each application for a progress payment must include a Waiver of Right to Claim Against the Payment Bond (Progress Payment) from each Claimant for Work complete through the date of the Contractor's last application for progress payment (example: Contractor's 3rd application for progress payment must include waivers from each Claimant for all Work completed through the date of Contractor's 2nd application for progress payment). The form of the waiver must be in substantially the same form as set forth in Section 255.05(2)(b), Florida Statutes, and must be executed by the claimant, which said execution to be notarized by a Florida Notary Public. Contractor's requirement to furnishing written, executed and notarized Waivers from each Claimant is a condition precedent to the County's obligation to pay each application for progress payment; however, this requirement shall not apply if the Contractor's surety issues written consent to the County stating that the County may remit payments to the Contractor without first obtaining said waivers.
- 20.4. Each application for progress payment shall constitute a representation and warranty by the

Contractor that all Work has progressed to the point indicated, that the Work is in accordance with the Contract Documents, and that the Contractor is entitled to the payment requested. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County within 10 days after receipt of payment for said progress payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "claims"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.

- 20.5. All applications for progress payments shall be processed and paid by the County, less applicable retainage, in accordance with the Local Government Prompt Payment Act, Part IIV, Chapter 218, Florida Statutes.

## **21. APPROVAL OF PAYMENTS**

- 21.1. The Contractor's submission of any application for payment shall constitute a representation and warranty by the Contractor to the County that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents and any qualifications stated in the application, and that the Contractor is entitled to payment of the amount requested. Neither the County Engineer's approval of an application for payment nor the County's payment of same shall constitute acceptance of defective, non-conforming or incomplete Work, nor shall it constitute a waiver of any of the County's rights under this Agreement, nor shall it excuse the Contractor from full performance under this Agreement.
- 21.2. [This subsection was intentionally left blank].
- 21.3. The County Engineer may reject the whole or any part of any application for payment if, in his opinion:
- 21.3.1. The Work is defective.
  - 21.3.2. Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.
  - 21.3.3. The Contract Price has been reduced to an amount that is insufficient to pay the application for payment.
  - 21.3.4. The County corrects defective Work or completes the Work in accordance with the Non-Technical Specifications, Paragraph 18, or
  - 21.3.5. The Contractor has unsatisfactorily prosecuted the Work, including failure to clean up as required by the Non-Technical Specifications, Paragraph 23.
  - 21.3.6. The County previously paid for Work that is subsequently determined by the County Engineer to be defective, non-conforming or incomplete, then the County Engineer may withhold from the current application for payment, and any future applications for payment, an amount equal to 150% of the cost to correct the defective Work.

## **22. FINAL PAYMENT**

- 22.1. Upon notification from the Contractor that the project is complete, the County Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.
- 22.2. After the Contractor has completed any such corrections to the satisfaction of the County Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may receive final payment following the procedure for progress payments. The final application for



payment shall be accompanied by the Contractor's Affidavit and Release of Lien and Subcontractor/Materialman Waiver and Release of Lien, utilizing forms provided by the County. Nothing in this section waives the rights of the Contractor under Section 255.05(11) F.S. The County Engineer will execute a Certificate of Completion and recommend final payment.

- 22.3. If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment, all as required by the Contract Documents, the County Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within twenty (20) days after Contractor submits its final application for payment, indicate in writing his approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will pay the Contractor the amount approved by the County Engineer in accordance with Florida's Prompt Payment Act.
- 22.4. If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the County Engineer so confirms, the County shall, upon certification by the County Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the County Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

## 23. **CLEANING UP**

The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

## 24. **COUNTY'S RIGHT TO STOP OR SUSPEND WORK**

- 24.1. If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Price or extension of the Contract Time.
- 24.2. The County may, at any time and without cause, suspend the Work at any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension provided he makes a claim therefore as provided in the **Non-Technical Specifications**, Paragraphs 16 and 17.

**EXHIBIT 2: TECHNICAL SPECIFICATIONS**

**Technical Specifications**

**CR 234 Major Rehabilitation**

**Project No. 923-7808**

Technical Specifications  
CR 234 Major Rehabilitation  
Project No. 923-7908

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## E-01 GENERAL

All described in these specifications supplement the work detailed in the construction drawings for County Project 923-7908 titled "CR 234 Milling and Resurfacing From US 441 North to Station 230+17" contained in Exhibit 3, prepared by Alachua County Public Works. In the event any work conflicts with the aforementioned construction drawings and these Technical Specifications, the provision herein shall prevail.

All work shall be performed in accordance with the design plans and the FDOT Standard Specifications for Road and Bridge Construction, FY 2023-24 edition, except as provided for in these "Technical Specifications." Deviation from these standards will be permitted only upon presentation of specific written authorization by the County.

Whenever, in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, the following terms or their pronouns occur, they shall be defined as follows: Department of Transportation: Board of County Commissioners of Alachua County, Florida, or its duly authorized representative.

State Highway Engineer, State Transportation Engineer, District Engineer, Engineer of Materials and Tests, Engineer, Inspector: The Alachua County Engineer.

## E-02 STANDARD DOCUMENTS

Construction shown on the Drawings shall conform to the technical portions of the:  
Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2023-24 edition, the Florida Greenbook, 2018 edition and the Americans with Disabilities Act Guidelines, except when otherwise indicated hereinafter and  
The drawings reference Index Sheets and Standards which are the FDOT Standard Plans for Roadway and Bridge Construction, FY 2023-24 edition.

References to Article Numbers, hereinafter, apply to the FDOT Standard Specifications for Road and Bridge Construction, FY 2023-24 edition.

All traffic control devices and procedures shall conform to the FDOT and/or Federal Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2009 edition

## E-03 MODIFICATIONS TO THE FDOT STANDARD SPECIFICATIONS

All work on the roadway portion of this Contract shall conform to the applicable technical specifications of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2023-24 edition, (Division II and III) and the current edition of Supplemental Specifications thereto, except as modified and supplemented hereinafter or in the "Technical Specifications" section. The following shall be interpreted as additions unless otherwise noted. References to Section numbers hereinafter apply to the FDOT Standard Specifications. In the event that any information contained hereinafter or in the "Technical Specifications" section conflict with the FDOT Standard Specifications, the provisions contained herein shall prevail.

### SECTION 1 DEFINITIONS AND TERMS

#### 1-3 Definitions:

##### Department

Shall be understood to be the County (Alachua County) or authorized representative of the County.

##### Holidays

To Holidays listed, add Juneteenth and Christmas Eve Day.

##### Substantial Completion

Substantial completion has been attained when all asphalt, initial striping, structures, signage, and final stabilization have been constructed and the County has inspected and accepted the work.

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#### **Supplemental Agreement**

This term shall be understood to be Change Order or Field Change Order.

#### **Working Day**

Saturdays, Sundays and County-designated holidays are not considered working days.  
Unless prior approval is received from the County Engineer, work shall not be performed on these days.

### **SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS**

Delete this section.

### **SECTION 3 AWARD AND EXECUTION OF CONTRACT**

Delete this section.

### **SECTION 4 SCOPE OF THE WORK**

#### **4-3.2.1 Allowable Costs for Extra Work**

The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor; the Contractor shall provide documentation to the County demonstrating the bond rate paid in order to receive additional compensation for bond premiums. No compensation for bond premium will be allowed for additional or unforeseen work paid via initial contingency pay items.

#### **4-5 Rights in and use of material found on the site of the work**

All usable excess materials (pipe, vegetation, structures, earth, etc.) shall remain property of Alachua County and shall be stockpiled for removal by the County or delivered as specified in the "Technical Specifications." Unusable, damaged or other excess materials, as designated by the County Engineer's representative, shall be disposed of by the Contractor.

All other items addressed in Section 4 of the specifications are deleted.

### **SECTION 6 CONTROL OF MATERIALS**

Prior to ordering of materials, provide a material submittal for approval by the County for all materials & products that will be incorporated into the project. This shall include all materials included on the Approved Products List.

#### **6-3.2 Use of Right-of-Way for Storage**

The contractor shall provide a copy of any agreement made with any party for utilization of space for storage (laydown yard, stockpile area, parking, etc.) outside of the County's Right-of-Way.

### **SECTION 7 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC**

#### **7-11.5.3 Utility Adjustments**

Utility work which will be accomplished concurrently with this Contract will involve facilities owned by other agencies. Utility Schedules (Utility Relocation and/or Work Schedules) for these agencies are posted as part of the advertisement and addenda for this project on Opengov. Take responsibility to obtain this information and comply with all requirements posted on the website up through seven calendar days before opening of bids. Contractor shall incorporate all posted schedules within their bid and work schedule.

#### **7-13 Insurance**

Delete this subsection.

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**7-14 Contractor's Responsibility for Work**

This subsection is replaced with the following:

The Contractor will take charge and custody of the Work, and take every necessary precaution against damage to the Work, by the action of the elements or from any other cause whatsoever, until the Department's final acceptance of the Work. The Contractor will rebuild, repair, restore, and make good, all damage to any portion of the Work occasioned by any of the above causes before final acceptance of the Contract.

The Department will have no obligation to pay any reimbursement for damage caused by the execution or non-execution of the Work by the Contractor or its sub-contractors, or damage the Contractor was negligent in preventing.

For damage to installed material caused by third parties, the Contractor shall pursue recovery from the third party. The Department shall not reimburse the Contractor for repair costs due to damage, theft or vandalism to installed material caused by third parties. If the third party is unknown or the Contractor is unable to obtain recovery from the third party, the Contractor may pursue recovery through its Insurance Policy.

The Department may, at its discretion, reimburse the Contractor for the repair of damage to the Work not caused by a third party and due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

**7-22 Available Funds**

Delete this subsection.

**7-23 Contractor's Motor Vehicle Registration**

Delete this subsection.

**SECTION 8 PROSECUTION AND PROGRESS**

**8-1 Subletting or Assigning of Contracts**

Provisions concerning subcontracts are contained in the Non-Technical Specifications

**8-6 Suspension of Contractor's Operations - Holidays and Special Events**

A working day shall not be charged for such suspensions; working days not charged shall be denoted monthly on the pay application.

**8-7.3 Adjusting Contract Time**

Adjustments to contract time, excluding weather, will be in accordance with the Non-Technical Specifications. Language contained in 8-7.3 is applicable; in the case of discrepancies, the language in the Non-Technical Specifications shall prevail. A working day shall not be charged for weather days; working days not charged shall be denoted monthly on the pay application.

**8-8 Thru 8-11**

Delete these subsections.

**SECTION 9 MEASUREMENT AND PAYMENT**

Delete this section except for Section 9-2.

**9-2 Scope of Payments.**

Measurement and payment of quantities shall be as measured once installed and accepted. Measurement shall be in the form of the applicable unit. Exceptions are materials stockpiled due to availability prior to need, for which 100% of invoice may be paid, not to exceed 75% of bid price for the installed and accepted material. Progress payments and final payments will be in accordance with the Non-Technical Specifications.

**9-2.1.1 Fuels**

Delete this subsection.

**SECTION 102 MAINTENANCE OF TRAFFIC**

**102-5.1 Standards**

Basic principles and minimum standards for all traffic maintenance activities will be in accordance with the current edition of the FDOT Standard Plans for Road and Bridge Construction and Traffic Design Standards and the Manual on Uniform Traffic Control Devices.

Develop and submit a maintenance of traffic plan in accordance with the Non-Technical Specifications. This item shall also include all temporary pavement markings and the placement of the workzone RPM's on all asphalt intermediate surfaces. RPM's, temporary and final, shall be placed prior to opening the roadway to traffic. This section shall include the usage of portable changeable messages signs (PCMS) for at least one week prior to the start of construction to alert motorist of pending construction and during construction to alert motorist of changes in the traffic patterns or signalization control. The section shall include maintenance of pedestrian and bicycle accessibility through the work zone in accordance with FDOT and ADA standards at all times. This section shall include an off duty law enforcement officer anytime a flagman is required in a signalized intersection. This section shall include relocation of mailboxes as required for maintenance of postal service, the temporary relocation of signs for visibility for emergency responders and final relocation. It is the contractor's responsibility to replace any signs that are damaged during construction.

Access to all driveways shall be provided at all times unless a closure is coordinated with the property owner. Coordination for driveway access with the property owners shall be the responsibility of the contractor. The contractor shall provide and maintain temporary vehicle detection at all traffic signals; use of infrared detectors are prohibited. The contractor shall notify Alachua County Public Works at least two working days prior to any planned closures.

**No lane closures will be permitted prior to 8:00 AM or after 5:00 PM. Traffic shall not be allowed to drive on a milled surface.**

**The contractor shall adhere to all requirements of this section and the approved MOT plan at all times. Any deficiency of this section shall be corrected within 24 hour notice from the County; in the sole opinion and discretion of the County, failure to do so may result in liquidated damages in the amount equivalent to the final completion liquidated damages amount outlined in this solicitation for each and every calendar day the deficiency remains.**

**102-13 Basis of payment**

All traffic control devices (including signs), warning devices and barriers shall be furnished and maintained by the Contractor. Cost of all devices necessary for conformance to the current edition of the FDOT Standard Plans for Road and Bridge Construction and this section shall be included in lump sum bid item for Maintenance of Traffic, unless bid separately.

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**SECTION 104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION**

This section shall include the installation, cost and maintenance of any materials to comply with construction drawings, the Stormwater Pollution Prevention Plan, the Erosion & Sedimentation Control Plan and any other regulations as required by law for any work done under this contract. This section shall include filing of a Notice of Intent with the Florida Department of Environmental Protection for stormwater discharge. Develop and submit Stormwater Pollution Prevention Plan and/or an Erosion & Sedimentation Control Plan in accordance with the Non-Technical Specifications if the plan(s) are not included in the construction drawings.

**104-10** Basis of Payment

The installation and maintenance of all items for conformance to this section shall be included LS bid item for prevention, control and abatement of erosion and water pollution unless bid separately.

**SECTION 107 LITTER REMOVAL AND MOWING**

The contractor shall perform litter removal, mowing and edging of the right-of-way as directed by the County Inspector

**107-4** Basis of Payment

Payment for litter removal, mowing and edging shall be bid in mowing pay item per acre.

**SECTION 110 CLEARING AND GRUBBING**

The contractor shall clear and grub only those portions of the site necessary for construction. The contractor shall be responsible for disposing of all demolition materials in a safe and lawful manner. The contractor shall salvage to the County any item as determined by the County.

This section shall include the saw-cutting of existing driveways & sidewalks and any clearing within the limits of construction.

This section shall include trimming trees and vegetation to a height of 17.5 ft. above and 18 ft. beyond the edge of travel way, or a height of 17.5 ft. above and 4 ft. beyond the back of curb for curb and gutter sections. This section shall also include trimming trees and vegetation to a height of 8 ft. above the sidewalks/paths and 2 ft. beyond either side of the sidewalks/paths. The contractor shall notify the County Horticulturist 48 hours prior to any planned trimming operations. All tree trimming and root pruning shall be performed in accordance with ANSI A300 Standards.

**110-2.1** This section shall include the removal and disposal of existing Portland cement concrete pavement, sidewalk, slope pavement, ditch pavement, curb, and curb and gutter, etc., where shown in the Plans

**110-7** Removal of Existing Concrete  
Remove language from 110-2.1.

**110-12** Basis of Payment

All work required under this section shall be bid in lump sum item for clearing & grubbing unless bid separately.

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## SECTION 120 EXCAVATION AND EMBANKMENT

This section shall include spreading, redistributing and compacting of any on-site materials as required by the plans and to the redistribution or removal onsite material required to attain the proposed grades as indicated on the plans. All excess material suitable materials shall remain property of the County. This section shall include the contractors delivery of the excess suitable material to Alachua County Public Works Compound at 5620 NW 120<sup>th</sup> Lane Gainesville, FL.

### 120-4.1 Subsoil Excavation

This shall only be used as directed by the County Inspector or as required by the plans. Subsoil excavations shall occur to a depth of 24 inches below the bottom of the limerock base in accordance with Standard Plan Index 120-002 or as required by the plans.

### 120-6 Borrow

This shall only be used if approved by the County Inspector. Borrow material shall be supplied by the contractor from an approved, permitted source. Suitability of borrow material shall be approved by Alachua County prior to use.

### 120-8 Embankment Construction

Fill placed for roadway embankment or replacement of sub soil excavation shall be placed in a maximum of 12" lifts, and compacted to minimum density specified in the plans. Materials placed for stormwater management basin embankments shall be placed in maximum 12" lifts. Fill material placed over the top of the pipe shall be placed in maximum of 12" thick lifts

Placement and compaction of embankment shall be constructed to full width required, in sections not less than 300 feet in length or full length of the embankment.

### 120-9 Compaction of Embankments

Compaction of materials which will be over four (4) feet below the top of subgrades shall be compacted to 95% of the maximum density as determined by AASHTO T-180, Method D. Materials within four (4) feet of top of subgrades shall be compacted to 98% of AASHTO T-180, Method D.

Materials placed for stormwater management basin embankments shall be compacted to a minimum of 95% of maximum density as determined by AASHTO Method T-99.

### 120-10 Compaction of Embankments

A lift shall be considered any single layer spread and compacted, regardless of length and size prior to subsequent placement of fill material.

Upper four (4) feet of embankment including pipe trenches: Each lift shall be tested for minimum compaction required for subgrade, as specified on the plans. No less than one density verification for each 500 linear foot length of a single lift of embankment.

Embankment sections over four (4) feet in depth including pipe trenches: Material below the upper four (4) feet - a minimum of every other lift. No less than one density verification for each 500 linear feet of a tested lift.

Embankment for retention ponds: Every other 12" lift. No less than one density verification for each 500 linear foot length of a tested lift.

### 120-13 Method of Measurement

Delete this entire subsection with the exception of Section 120-13.3, "Borrow Excavation" and Section 120-13.6, "Subsoil Excavation." Borrow excavation shall represent all materials obtained from off-site areas necessary for construction to required line and grade. Measurements shall be by cubic yard, truck measured, delivered and placed. All other work included in this section shall be considered grading unless bid separately.

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**120-14 Basis of Payment**

Compensation for all work required under this section, excluding borrow, shall be paid under the lump sum pay items for grading. Area noted in the plans for Subsoil Excavation shall be paid by LS; any other Subsoil Excavation required by the County shall be paid by the CY.

**SECTION 125 EXCAVATION FOR STRUCTURES AND PIPE**

Density requirements shall be in accordance with the modification provided herein for Section 120. Exceptions provided for outside of roadway embankment still apply.

**SECTION 160 STABILIZING**

**LBR Stabilization:** After stabilization and mixing, sample to a depth of 12" minimum for each change of subgrade material, or each section of subgrade with differing amounts of added stabilizing material. Minimum of 2 tests per mile of roadway. No less than 2 determinations shall be made per project. Verify width and depth of stabilization every 200 foot.

**Density:** No less than one density determination per 500 feet of subgrade or one per each section of roadway between intersections or between intersections and ends of cul-de-sac roads. Density shall be as specified on design plans, utilizing the proctor sample as modified for the LBR testing. Subgrade densities performed solely for placement of curb shall not satisfy requirements for subgrade density verification prior to base material placement. Curb densities shall be performed at the same frequency as subgrade densities. Portions of subgrade not worked as a part of overall compactive effort or sections replaced as rework or repair, shall be tested for density and bearing value prior to placement of base rock.

**160-4.1.4.3.1 Under-tolerances in Bearing Value Requirements**

Where plans call for a minimum LBR value, under tolerance criteria is not applicable.

**SECTION 200 ROCK BASE**

Limerock shall be constructed to specified thickness and shall be compacted to 98% AASHTO T-180. No less than one density determination per 500 linear feet of base. Minimum of one density test between intersections or intersection and end of cul-de-sac roads. A minimum of 2 densities per project shall be performed.

**200-9 Calculations for Average Thickness of Base**

Delete this section.

**200-10 Method of Measurement**

Delete this section. Quantity to be paid for will be the as measured square yards of rock base with the minimum thickness, shaped to the required line, grade, and profile.

**SECTION 285 OPTIONAL BASE COURSE**

Limerock shall be constructed to specified thickness and shall be compacted to 98% AASHTO T-180. No less than one density determination per 500 linear feet of base. Minimum of one density test between intersections or intersection and end of cul-de-sac roads. A minimum of 2 densities per project shall be performed.

**285-7 Calculations for Average Thickness of Base**

Delete this section.

**285-8 Method of Measurement**

Delete this section. Quantity to be paid for will be the as measured square yards of rock base with the minimum thickness, shaped to the required line, grade, and profile OR as noted in the bid tab.

## SECTION 300 PRIME AND TACK COATS FOR BASE COURSES

### 300-10 Basis of Payment

Cost of priming will be included in the unit cost per square yard of limerock, asphalt base or structural asphalt. Cost of tack coats shall be included in the unit cost of asphaltic concrete to be placed.

## SECTION 327 MILLING OF EXISTING ASPHALT PAVEMENT

### 327-1 Description

Mill material shall remain the property of Alachua County unless otherwise specified by the County Engineer in writing. This section shall include the contractor's delivery of the milled asphalt to Minnie Crown Pit on SW 63rd Blvd immediately south of Archer Road. Delivery shall be coordinated with the County Road Superintendent and Inspector.

## SECTION 330 HOT BITUMINOUS MIXTURES, GENERAL CONSTRUCTION REQUIREMENTS

The Contractor shall furnish asphaltic concrete from a FDOT certified plant. The Contractor's quality control shall be implemented in accordance with Section 330 during the course of providing materials for the project.

## SECTION 334 SUPERPAVE ASPHALT CONCRETE

Delete this section and replace with the following:

### 334-1 Description.

#### 334-1.1 General

Construct a Hot Mix Asphalt (HMA) pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use a HMA mix that meets the requirements of this specification

#### 334-1.2 Asphalt Work Mix Categories

Construction of Hot Mix Asphalt Pavement will fall into one of the following work categories:

**334-1.2.1** Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

**334-1.2.2** Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

**334-1.2.3** Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

#### 334-1.3 Mix Types

Use the appropriate HMA mix as shown in Table 334-1.

| Table 334-1<br>HMA Mix Types |                                                                                      |               |                  |
|------------------------------|--------------------------------------------------------------------------------------|---------------|------------------|
| Asphalt Work Category        | Mix Types                                                                            | Traffic Level | ESALs (millions) |
| 1                            | Type SP-9.5                                                                          | A             | <0.3             |
| 2                            | Structural Mixes: Types SP-9.5 or SP-12.5<br>Friction Mixes: Types FC-9.5 or FC-12.5 | B             | 0.3 to <3        |
| 3                            | Structural Mixes: Types SP-9.5 or SP-12.5<br>Friction Mixes: Types FC-9.5 or FC-12.5 | C             | ≥3               |



A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Department's Standard Specifications for Road and Bridge Construction.

**334-1.4 Gradation Classification**

HMA mixes are classified as either coarse or fine, depending on the overall gradation of the mixture. Coarse and fine mixes are defined in 334-3.2.2. Use only fine mixes.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

|                            |         |
|----------------------------|---------|
| Type SP-9.5, FC-9.5.....   | 9.5 mm  |
| Type SP-12.5, FC-12.5..... | 12.5 mm |

**334-1.5 Thickness**

The total pavement thickness of the HMA pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where:  $t$  = Thickness (in.) (Plan thickness or individual layer thickness)  
 $G_{mm}$  = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

**334-1.5.1 Layer Thicknesses:** Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for HMA mixtures are as follows:

|                            |                    |
|----------------------------|--------------------|
| Type SP-9.5, FC-9.5.....   | ¾ – 1-1/2 inches   |
| Type SP-12.5, FC-12.5..... | 1 ½ – 2-1/2 inches |

**334-1.5.2 Additional Requirements:** The following requirements also apply to HMA mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.
2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by ½ inch, and the maximum allowable thickness may be increased by ½ inch, unless called for differently in the Contract Documents.

**334-1.6 Weight of Mixture**

The weight of the mixture shall be determined as provided in 320-2.2 of the Florida Department of Transportation (FDOT) specifications.

**334-2 Materials.**

**334-2.1 Superpave Asphalt Binder**

Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Qualified Products List (QPL). If the Contract calls for an alternative binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

**334-2.2 Aggregate**

Use aggregate capable of producing a quality pavement.

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida

Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,
2. A combination of up to 20% RAP and the remaining fine aggregate from other sources.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: [ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf](http://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf).

### **334-2.3 Reclaimed Asphalt Pavement (RAP) Material**

**334-2.3.1** General requirements: RAP may be used as a component of the asphalt mixture, if approved by the Engineer. Usage of RAP is subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.
2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
3. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.
4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

**334-2.3.2** Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity ( $G_{sb}$ ) of the RAP material based on a representative sampling of the material.

**334-2.3.3** Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

| Table 334-2<br>Asphalt Binder Grade for Mixes Containing RAP |                      |
|--------------------------------------------------------------|----------------------|
| Percent RAP                                                  | Asphalt Binder Grade |
| < 20                                                         | PG 67-22             |
| 20 – 29                                                      | PG 58-22             |
| ≥ 30                                                         | PG 52-28             |

### **334-3 Composition of Mixture:**

#### **334-3.1 General**

Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

#### **334-3.2 Mix Design**

**334-3.2.1** General: The Contractor shall use a valid, currently approved FDOT Mix Design. Copies of approved mix design shall be provided by the Contractor and shall be approved by the County prior to use. Design the asphalt mixture in accordance with AASHTO R 35-09, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance

with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

**334-3.2.2 Mixture Gradation Requirements:** Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M323-12, Table 3. Aggregates from various sources may be combined.

**334-3.2.2.1 Mixture Gradation Classification:** Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes.

**334-3.2.3 Gyratory Compaction:** Compact the design mixture in accordance with AASHTO T312-12 with the following exceptions: use the number of gyrations at  $N_{design}$  as shown in Table 334-3.

| Table 334-3<br>Gyratory Compaction Requirements |                                  |
|-------------------------------------------------|----------------------------------|
| Traffic Level                                   | $N_{design}$ Number of Gyrations |
| A                                               | 50                               |
| B                                               | 65                               |
| C                                               | 75                               |

**334-3.2.4 Design Criteria:** Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6.  $N_{initial}$  and  $N_{maximum}$  requirements are not applicable.

**334-3.2.5 Moisture Susceptibility:** Test 4 inch specimens in accordance with FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent from the FDOT's Qualified Products List or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's Qualified Products List. Add 0.5% liquid anti-stripping agent by weight of binder.

**334-3.2.6 Additional Information:** In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations ( $N_{design}$ ).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity ( $G_{sb}$ ) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified

asphalts and 315°F for unmodified asphalts.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

#### 334-4 Process Control

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

#### 334-5 General Construction Requirements

##### 334-5.1 Weather Limitations

Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

##### 334-5.2 Limitations of Paving Operations

**334-5.2.1 General:** Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken.

**334-5.2.2 Air Temperature:** Spread the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-4.

| Table 334-4<br>Ambient Air Temperature Requirements for Paving                                 |                          |
|------------------------------------------------------------------------------------------------|--------------------------|
| Layer Thickness or Asphalt Binder Type                                                         | Minimum Temperature (°F) |
| ≤1 inch                                                                                        | 50                       |
| Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C | 45                       |
| Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C | 40                       |

##### 334-5.3 Mix Temperature

Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range.

##### 334-5.4 Transportation of the Mixture

Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

##### 334-5.5 Preparation of Surfaces Prior to Paving

**334-5.5.1 Cleaning:** Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

**334-5.5.2 Patching and Leveling Courses:** As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

**334-5.5.3 Application over Surface Treatment:** Where an asphalt mix is to be placed over a surface

treatment, sweep and dispose of all loose material from the paving area.

**334-5.5.4 Tack Coat:** Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gal. per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

| Table 334-5<br>Tack Coat Application Rates                      |                                                    |                                            |
|-----------------------------------------------------------------|----------------------------------------------------|--------------------------------------------|
| Asphalt Mixture Type                                            | Underlying Pavement Surface                        | Target Tack Rate<br>(gal/yd <sup>2</sup> ) |
| Base Course, Structural Course,<br>Dense Graded Friction Course | Newly Constructed Asphalt Layers                   | 0.03 minimum                               |
|                                                                 | Milled Surface or Oxidized and<br>Cracked Pavement | 0.06                                       |
|                                                                 | Concrete Pavement                                  | 0.08                                       |
| Open Graded Friction Course                                     | Newly Constructed Asphalt Layers                   | 0.05                                       |
|                                                                 | Milled Surface                                     | 0.07                                       |

### 334-5.6 Placing Mixture

**334-5.6.1 Alignment of Edges:** With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

**334-5.6.2 Rain and Surface Conditions:** Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

**334-5.6.3 Checking Depth of Layer:** Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

**334-5.6.4 Hand Spreading:** In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

**334-5.6.5 Spreading and Finishing:** Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

**334-5.6.6 Thickness Control:** Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by  $\pm 50$  lbs per sy for layers  $\geq 2.5$  inches or exceeds the target spread rate by  $\pm 25$  lbs per sy for layers  $< 2.5$  inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

**334-5.6.7 Material Transfer Vehicle:** For all final surfaces courses the contractor shall utilize a remixing material transfer vehicle (example: Roadtec MTV1000 or Terex CR662RM) to allow for continuous paving and remixing of asphalt materials.

### 334-5.7 Leveling Courses

**334-5.7.1 Patching Depressions:** Before spreading any leveling course, fill all depressions in the

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existing surface as shown in the plans.

**334-5.7.2 Spreading Leveling Courses:** Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

**334-5.7.3 Rate of Application:** When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

#### **334-5.8 Compaction**

For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

#### **334-5.9 Joints**

**334-5.9.1 Transverse Joints:** Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

**334-5.9.2 Longitudinal Joints:** For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

#### **334-5.10 Surface Requirements**

Construct a smooth pavement with good surface texture and the proper cross slope.

**334-5.10.1 Texture of the Finished Surface of Paving Layers:** Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent  $G_{mm}$  of the segregated area using the average  $G_{mb}$  of the roadway cores and the representative PC  $G_{mm}$  for the questionable material. If the average percent  $G_{mm}$  is less than 90.0, address the segregated area in accordance with 334-5.10.4.

**334-5.10.2 Cross Slope:** Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

**334-5.10.3 Pavement Smoothness:** Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509.

**334-5.10.3.1 Straightedge Testing:**



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**334-5.10.3.1.1** Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

**334-5.10.3.1.2** Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

**334-5.10.3.1.3** Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

**334-5.10.4** Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides of the defective area for the full width of the paving lane, at no additional cost. Alternatively, the engineer reserves the right to accept the deficient area at no pay or reduced pay.

### **334-6** Acceptance of the Mixture

#### **334-6.1** General

Contractor Quality Control test results may be verified by the County by separate sample.

The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

#### **334-6.2** Certification by the Contractor

On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

#### **334-6.3** Certification and Process Control Testing by the Contractor & County

On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. **The contractor shall provide this information package within 5 (five) business days; if the package is not received within this time period, 10% of the asphalt placed shall not be paid for each and every calendar day the package is not submitted as liquidated damages.** If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the County, or performing an Engineering analysis to determine the final disposition of the material.

**334-6.3.1** Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation ( $P_{\frac{3}{8}}$  and  $P_{200}$ ) and asphalt binder content ( $P_b$ ). The

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County shall measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day. The Contractor shall be responsible for the cutting 6 inch diameter cores and providing them to the County.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

| Table 334-6<br>Process Control and Acceptance Values |                      |
|------------------------------------------------------|----------------------|
| Characteristic                                       | Tolerance            |
| Asphalt Binder Content (percent)                     | Target $\pm 0.55$    |
| Passing No. 8 Sieve (percent)                        | Target $\pm 6.00$    |
| Passing No. 200 Sieve (percent)                      | Target $\pm 2.00$    |
| Roadway Density (daily average)                      | Minimum 91.5% of Gmm |
| Roadway Density (any single core)                    | Minimum 88% of Gmm   |

**334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer**

On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation ( $P_{80}$  and  $P_{200}$ ) and asphalt binder content ( $P_b$ ). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per project; however the engineer may randomly obtain samples as his discretion. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the County, or performing an Engineering analysis to determine the final disposition of the material.

**334-6.4.1 Acceptance Testing Exceptions:** When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

**334-7 Method of Measurement**

For the work specified under this Section, the quantity to be paid for the area placed and accepted in square yards or will be the weight of the mixture, in tons. No compensation is provided for asphalt beyond the specified thickness. Areas below the specified thickness shall be corrected at no cost to the County.



The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent and the tack coat application as specified in 334-5.5.4. There will be no separate payment for the asphalt or unit price adjustment for binder material in the asphalt mix.

**334-8 Basis of Payment**

**334-8.1 General**

Price and payment will be full compensation for all the work specified under this Section (including the applicable requirements of Sections 320 and 330). No composite pay factor will be paid.

**SECTION 337 ASPHALT CONCRETE FRICTION COURSES**

**337-2.2 Asphalt Binder**

Use a PG 76-22 asphalt binder meeting the requirements of 916-1.

**337-6.1 FC-9.5 and FC-12.5**

Mixture acceptance shall meet the requirements of 334-6.

**337-7.8 Material Transfer Vehicle**

The contractor shall utilize a remixing material transfer vehicle (example: Roadtec MTV1000 or Terex CR662RM) to allow for continuous paving and remixing or asphalt materials.

**337-12 Basis of Payment**

**337-12.1 General**

No composite pay factor will be paid. Material acceptance shall meet the requirements of 334-6.

**SECTION 346 PORTLAND CEMENT CONCRETE**

Mix designs may be utilized that have current approval by FDOT for use in the appropriate application for the appropriate class of concrete. Copies of approved concrete mix design shall be provided by the Contractor and shall be approved by the County prior to use.

**SECTION 347 PORTLAND CEMENT CONCRETE – CLASS I (NONSTRUCTURAL)**

Delete current specification and insert 2004 specification as amended below:

**347-1 Description:**

The requirements of this Section are applicable to concrete designated as Class I (Nonstructural), hereinafter referred to as concrete. Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical admixtures, slag, or pozzolanic materials. Deliver concrete to placement site in a freshly mixed, unhardened state. Ensure the concrete is placed and cured in a manner to ensure that the strength and durability of the concrete is maintained.

**347-2 Materials**

**347-2.1 General:** Certify that all materials used in concrete are from FDOT approved sources, and free from frozen or other detrimental matter. Meet the following requirements:

- (a) Portland Cement ..... Section 921
- (b) Fine Aggregate ..... Section 902
- (c) Coarse Aggregate ..... Section 901
- (d) Water ..... Section 923
- (e) Chemical Admixtures ..... Section 924
- (f) Pozzolans and Slag ..... Section 929

**347-2.2 Admixture Requirements:** Chemical admixtures may be added at the dosage rates recommended by the manufacturer.

**347-2.3 Substitution of Materials:** Approved material sources may be substituted for similar materials indicated on the originally approved mix design. Use originally approved mix components and proportions,

when unsatisfactory test results are obtained from the use of the substituted material(s).

**347-2.4 Material Storage:** Use a concrete production facility that meets the following requirements:

**347-2.4.1 Cementitious Materials Storage:** Provide a separate and clearly labeled weatherproof facility to store each brand or type of cementitious material without mixing or contamination. Provide a suitable, safe and convenient means of collecting cementitious material samples at each storage facility.

**347-2.4.2 Aggregate Storage:** Provide suitable bins, stockpiles or silos to store and identify aggregates without mixing, segregating or contaminating different grades or types of materials. Identify Department approved pit number and aggregate type/gradation. Handle the aggregates in a manner to minimize segregation and meet the specification requirements when recovered from storage. Continuously and uniformly sprinkle coarse aggregate with water, for 24 hours preceding introduction into the concrete mix. Maintain stored aggregates in a well-drained condition to minimize free water content. Provide access for the Engineer to sample the aggregates from the recovery side of the storage facility.

**347-3 Production, Mixing and Delivery.**

**347-3.1 Concrete Production Requirements:** Deliver concrete from a production facility that is certified by the National Ready-Mixed Concrete Association (NRMCA) or approved by FDOT and on the FDOT's approved plant list. Produce concrete utilizing equipment that is in good operating condition and operated in a manner to ensure a consistent product. Within two hours prior to each day's batching, ensure that the concrete production facility determines the free moisture for the coarse and fine aggregates. On concrete placements expected to exceed three hours, perform an additional moisture test approximately half way through the batching operations and adjust batch proportions accordingly.

Ensure that the calibration of the measuring devices of the concrete production facilities meets the requirements of Chapter 531 of the Florida Statutes. At least quarterly, ensure that all scales, meters and other weighing or measuring devices are checked for accuracy by a qualified representative of a scale company registered with the Bureau of Weights and Measures of the Florida Department of Agriculture. Have the accuracy of admixture measuring dispensers certified annually by the admixture supplier.

When Volumetric Mixers are used, deliver concrete in accordance with the requirements of Volumetric Mixer Manufacturers Bureau (VMMB) and ensure that the vehicle has a VMMB registered rating plate.

Substitution of structural concrete in lieu of non-structural concrete may be used if approved by the Engineer. If structural concrete is used in lieu of non-structural concrete, obtain the concrete from a production facility meeting the requirements of Section 346. Acceptance is based on the requirements of Section 347.

**347-3.2 Mixers:** Ensure that mixers are capable of combining the components of concrete into a thoroughly mixed and uniform mass, free from balls or lumps of cementitious materials, and capable of discharging the concrete uniformly. Operate concrete mixers at speeds per the manufacturer's design. Do not exceed the manufacturer's rated capacity for the volume of mixed concrete in the mixer, mixing drum, or container.

**347-3.3 Delivery:** The maximum allowable mixing and agitation time of concrete is 120 minutes. Water may be added at the job site before discharging concrete, provide the ratio values for water to cementitious materials and slump remain below the maximum allowable values specified in the approved mix design.

**347-4 Control of Quality.**

**347-4.1 Concrete Mix Design:** Before producing any concrete, submit the proposed mix design to the Engineer on a form provided by FDOT. Use only concrete mix designs meeting the following requirements and having prior approval of the Engineer.

|                                               |                         |
|-----------------------------------------------|-------------------------|
| Maximum water to cementitious materials ratio | 0.55 lbs/lbs            |
| Minimum 28-Day Compressive Strength           | 2,500 psi               |
| Minimum Cementitious Materials Content        | 470 lbs/yd <sup>3</sup> |
| Slump                                         | 0 to 6 inch             |

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments and substituted material on the Department concrete delivery ticket. The Engineer may disqualify any concrete production facility for non-compliance with Specification requirements.

**347-4.2 Sampling and Testing:** The Engineer may sample and test the concrete at his discretion to verify its quality.

**347-4.3 Records:** Maintain the following records for review for at least three years:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.
5. Recent NRMCA, VMMB or FDOT inspection records certifying plant can produce concrete and documentation showing that action has been taken to correct deficiencies noted during the inspections.

**347-5 Certification and Acceptance.**

**347-5.1 General:** Furnish a Delivery Ticket with each batch of concrete before unloading at the placement site. The County will provide the Delivery Ticket Form. The concrete producer may use an alternate form provided that it contains the required information. Record material quantities incorporated into the mix on the Delivery Ticket. Ensure that the Batchers responsible for production of the concrete, certifying that the batch was produced in accordance with specification requirements, signs the Delivery Ticket. Sign the Delivery Ticket certifying that the maximum specified water to cementitious materials ratio was not exceeded due to any jobsite adjustments to the batch, and that the batch was delivered and placed in accordance with specification requirements.

Acceptance by the County will be by Certification on the Delivery Ticket, as described herein, by the Batchers and the Contractor.

The Engineer will hold the Contractor responsible for rejecting loads of concrete that do not meet the minimum compressive strength requirements. Delineate and replace, at no cost to the County, all concrete that does not meet the 28-day compressive strength requirements or has any cracking greater than 1/4 inch in width or 1/4 inch in vertical displacement. Any spalling or flaking off of the surface layer that exposes the rough, pitted aggregate surface in excess of 10 square inches is to be removed and replaced in accordance with 347-5.2. Sidewalk, ditch pavement, slope pavement, Traffic Separator, or curb and gutter having any intersecting cracks visible in the dry concrete (regardless of size) will be removed and replaced in accordance with 347-5.2.

If any uncontrolled cracks appear during the life of the Contract unacceptable to the Engineer, remove and replace the concrete in accordance with 347-5.2 at no expense to the County.

**347-5.2 Remedial Action:** Remedial action will be the removal and replacement of all concrete to the full depth and width. Sidewalk, Curb and Gutter, Ditch Pavement and Traffic Separator: Begin saw cutting 2 1/2 feet either side or above and below the crack or at the nearest joint, remove and replace the 5 foot section encompassing the crack.

Slope Pavement: Saw cut each scored joint above and below the crack and replace the entire section.

#### SECTION 400 CONCRETE STRUCTURES

##### 400-1 Description:

This section shall include over-excavation and backfilling of materials as required by the detail noted in the plans and shall include the foundation preparation requirements per 400-011 (Section 455 – D. Spread Footings for the construction of gravity walls including all dewatering requirements.

##### 400-23 Basis of Payment:

Price and payment for all work included in this section shall be included in the unit cost of concrete for each of the various classes unless bid separately.

#### SECTION 425 INLETS, MANHOLES AND JUNCTION BOXES

The rear wall portion of inlet tops Type 1, 2, 3 and 4 may be brick, however, dowels to the top slab are required. Dowels shall be double row, as close to 9 inches on center as brick structure and pattern will allow.

For Type 5 and 6 inlets, the bent bar from the inlet back, continuous into the inlet top, may be constructed as a dowel of equal length to the front bar in the inlet back wall.

All inlet throat, invert, pipe cutting and grout work shall be completed prior to inlet top construction. Inlet top construction shall be completed prior to placement of asphalt.

##### 425-8 Basis of Payment:

This section shall include all work and materials required to place, adjust and connect structures to pipes in-place as required by the plans.

#### SECTION 430 PIPE CULVERTS

This section includes all pipe, grates (when required), fasteners, reinforcement, connectors, anchors, concrete, sealants, jackets, coupling bands, and all work required to install the pipe and end treatments.

##### 430-3 Type of Pipe to be Used

The pipe shall be concrete or suitable equivalent approved by the County Engineer unless otherwise specified in the plans.

##### 430-11.1 New Pipe Installed by Excavation or Trenching

Quantities of pipe to be paid shall be as measured, in-place and accepted. Cost of pipe shall include any additional base material required for conformance to FDOT Index No. 205.

#### SECTION 440 UNDERDRAINS

Underdrain pipe shall be 6" schedule 40 PVC and this section shall include flush mounted cleanout structures at each end of pipe run and every 250 ft.

#### SECTION 522 CONCRETE SIDEWALK AND DRIVEWAYS

Any and all final sidewalk in excess of a 2% cross slope, regardless of any interim phase inspection acceptance, shall be replaced at the contractor's expense. No tolerance in excess of 2% will be accepted.

All ADA ramps shall be constructed with 6" thick concrete. All 6" thick concrete (ramps, driveways, turnouts, etc.) shall require 6x6 WWM or 1.5 lb polypropylene fiber mesh per CY.

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**SECTION 523 PATTERNED PAVEMENT**

- 523-2** Materials  
Use only FrictionPave Decorative Surfacing or TrafficPatterns on the Approved Products List.

**SECTION 527 DETECTABLE WARNINGS**

- 527-2** Materials  
Detectable warning surfaces outside of FDOT right-of-way shall be a cast-in place or wet set tile on the FDOT APL list in red color. No post-applied materials are acceptable. Clay or concrete red brick may be used on local roads.
- 527-4** Method of Measurement  
Detectable warning surfaces placed in newly constructed sidewalk/curb ramps outside of FDOT right-of-way will be paid by the square foot furnished, installed and accepted.
- 527-5** Basis of Payment  
Pay Item – Detectable Warning Surface – SF

**SECTION 528 GUARDRAIL**

- 536-6** Basis of Payment  
Shop bent panel and any special guardrail post required shall be included in the cost of the basic guardrail item unless an items are bid separately.

**SECTION 570 PERFORMANCE TURF**

- 570-3.2** Seeding  
The contractor shall furnish to the County Inspector, prior to placement of any seed, a certification from the Florida Department of Agriculture and Consumer Services Division of Plant Industries, stating that the seed is free of noxious weeds, including tropical soda apple. All seed materials shall be subject to inspection by the County Inspector prior to placement. Any sod with noxious weeds and grasses, including tropical soda apple, shall be rejected for use on the project.

- 570-3.3** Sod  
Any portion of the existing right-of-way, including all easements, that is disturbed outside the limits of construction shall be sodded at the contractor's expense as directed by the County Inspector. The contractor shall furnish to the County Inspector, prior to placement of any sod, a certification from the Florida Department of Agriculture and Consumer Services Division of Plant Industries, stating that the sod is free of noxious weeds, including tropical soda apple. All sod materials shall be subject to inspection by the County Inspector prior to placement. Any sod with noxious weeds and grasses, including tropical soda apple, shall be rejected for use on the project.

**570-3.4** Hydroseeding

Delete this section and replace with the following:

Contractor may elect to use hydroseed in lieu of sod or seeding with approval from the County Engineer. Contractor shall be responsible to maintain erosion control on areas that are stabilized with hydroseed. The County shall not make payment for redressing of areas the contractor elects to place hydroseed due to erosion.

**A. Equipment**

1. Use Equipment specifically designed for mixing the mulch, seed, fertilizer, tackifier, dye, and applying the slurry uniformly over the areas to be hydroseeded.

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2. Equipment Calibration shall feature a large centrifugal slurry pump, independently controlled pump/agitator operations, twin mechanical paddle agitation, and liquid recirculation that require no calibration. The mix in the tank shall hold a certain amount of mulch, seed, soil amendments and fertilizer, which shall be designated for a certain amount of square foot.

**B. Material**

**1. Hydroseed**

- a. All seed shall meet the requirements of Florida Department of Agriculture and Consumer Service and all applicable State Laws and shall be approved by the County before use. The seed shall have been harvested from the previous year's crop. All seed bags shall have a label attached stating the date of harvest.
- b. All quantities of seed specified shall be for pure live seed. It is the responsibility of the Contractor to calculate and apply the actual pure live seed poundage based on the label attached to each bag of seed.
- c. The wood fiber must be made of 100% hard or soft wood which does not contain reprocessed wood or paper fibers. Wood fibers should be 0.15 inches in length and a minimum of 50% of the fibers should be retained on a twenty-five-mesh screen. Shall be applied at the specified rates per acre.
- d. Mix fertilizer as required into the hydroseeding slurry.
- e. Ensure the dye does not contain growth or germination inhibiting chemicals.
- f. All Bahia grass seed shall have a minimum pure seed content of 95% with a minimum germination of 85% and contain less than 0.5% weed and crop seed.
- g. Bermuda grass seed shall be of common variety with a minimum pure seed content of 95% and a minimum germination of 85%, and Hybrid 419.
- h. Annual Type Ryegrass shall have a minimum pure seed content of 95% with a minimum germination of 90% and a maximum of 150 noxious seeds per pound.
- i. A minimum of 1500 pounds/acre of mulch shall be applied to any seeded area.
- J. Tackifier will be required on slopes greater than 3:1.

**570-9 Basis of Payment**

Payment for fertilizer, seed, and mulch will be by a single pay item for "seed and mulch." Applications of all items will be to appropriate standards applicable for the season. Cost of netting or soil to hold mulch on 3:1 or greater slopes shall be included in the bid item unit cost.

**SECTION 580 LANDSCAPING**

**580-1 Description.**

Furnish, install, establish and maintain landscaping as indicated in the Contract Documents.

The allowable Contract Time is two separate phases called Installation Period and Establishment Period. The Installation Period precedes the Establishment Period and is the allowable Contract Time minus the one year Establishment Period.

Failure to complete the installation and establishment of the landscaping within allowable Contract Time will result in liquidated damages being assessed and withheld in accordance with the agreement and as contained in this section.

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The one year Establishment Period will begin when plants have been installed and accepted by the Engineer regardless of the duration of the time used for the Installation Period.

**580-2 Materials.**

**580-2.1.** Grade Standards and Conformity with Type and Species: Only use plant materials purchased from Florida commercial nursery stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1. All plants must be the specified size and grade at the time of delivery to the site.

Use only plants that are true to type and species, free of fungal infection and disease, and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Submit a list of nurseries where plants are tagged, including contact information and location. The Engineer and Contractor may visit the nursery sites to inspect representative samples of plant material and lock tag the example plants. Prior to planting, provide the Engineer with a certification from the supplying nursery that all plant materials have been purchased from Florida commercial nursery stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies arise between botanical nomenclature and common name, the botanical name will take precedence.

| Root Ball Sizes for Field Grown Palms |                |                                |                                |
|---------------------------------------|----------------|--------------------------------|--------------------------------|
| Palm Type                             | Overall Height | Root Ball Radius from Trunk    | Root Ball Depth                |
| Sabal Palm*                           | N/A            | Per Florida Grades & Standards | Per Florida Grades & Standards |
| Coconut Palm                          | N/A            | Per Florida Grades & Standards | Per Florida Grades & Standards |
| Queen Palm                            | N/A            | 24"                            | 24"                            |
| All Other Field Grown Palms           | < 15' OA       | 12"                            | 18"                            |
|                                       | 15' – 25' OA   | 16"                            | 24"                            |
|                                       | 26' – 30' OA   | 18"                            | 30"                            |
|                                       | 30'            | 24"                            | 36"                            |

\* Sabal palms (Sabal palmetto) specified as being "Regenerated Palms" as shown on the Plant Schedules shall be minimum Florida no. 1 grade unless noted otherwise. The root ball width shall be, at a minimum, equal to twice the diameter of the trunk as measured at the base. The root balls shall have new, regenerated, round-tipped roots that have emerged from the root initiation zone. Roots shall be whitish-yellow in color, have tapered ends and be present on all sides of the root ball.

To qualify as "Regenerate Palms," sabal palms shall have been placed in containers or be contained within "plastic fabric or film material", or approved equal, after field harvesting and during the root regeneration period. They shall have a minimum of three fully expanded new fronds that have not been pruned. Fully expanded new fronds shall meet the minimum requirements to be considered "excellent leaves", as defined by the glossary of terms in the latest edition of the Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants – Palms and Cycads.

**580-2.2** Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates. Submit inspection certificates to the Engineer.

**580-2.3** Water: Meet the requirements of Section 983.

**580-2.4** Mulch: Use of cypress mulch is prohibited.

**580-2.5** Soil: Remove all unsuitable soil and debris to root ball depth. Replace soil meeting the requirements of Section 987.

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**580-3 Installation.**

**580-3.1 (Reserved)**

**580-3.2 Delivery:** All plant materials must be available for inspection prior to planting.

**580-3.3 Layout:** The location of plants as shown in the Contract document, are approximate. At no cost to the Department adjust final locations when directed by the Engineer to accommodate unforeseen field conditions or to comply with safety setbacks and requirements.

Prior to commencing any excavation or planting, mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents. Notify the Engineer when marking is complete.

Make no changes to the layout, materials or any variations of plant materials from the Contract Documents without the Engineer's written approval.

**580-3.4 Soil Drainage:** All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer of drainage or percolation problems before plant installation.

**580-3.5 Planting:** Meet the requirements of the Contract Documents.

**580-3.6 Repair and Restoration:** Repair and restore existing areas disturbed by installation, establishment or maintenance activities. Where new turf is required to restore and repair disturbed areas, meet the requirements of Section 570.

**580-3.7 Disposal of Debris:** Remove and dispose of all debris and excess material generated from the installation of plants at the end of each day's work and in compliance with all Federal, State and Local laws and ordinances.

**580-3.8 Reporting:** Certify monthly on a form provided by the Department, "Landscape Monthly Inspection Form" that the plants have been installed and are being established and maintained in accordance with the Contract Documents.

**580-3.9 Establishment Plan:** Not less than 45 days prior to the scheduled completion of the installation, submit an Establishment Plan to the Engineer for review and comment. Installation will be considered complete only when the Establishment Plan has been accepted by the Engineer. Specifically describe the methods, activities, materials and schedule to achieve establishment and inspection of plants and incidental landscaping as described in 580-4. Acceptance of the Establishment Plan is not a release from responsibility for the overall establishment and maintenance of the landscape area as required in the Contract Documents. Perform any ancillary activities that may be required to adequately establish and maintain the plants and landscape area.

**580-3.10 Installation Completion:** To allow time for scheduling inspection of installation, provide the Engineer with no less than seven calendar days advance notice of completion of installation of all plants. Upon completion of installation of plants and incidental landscaping, certify on a form provided by the Department, "Contractor Certification of Installation" that the landscaping has been installed and is being established in accordance with the Contract Documents.

**580-4 Establishment.**

**580-4.1 Establishment Period:** The establishment period is defined as the entire one year after installation of all plants and incidental landscaping. The establishment period will begin upon acceptance by the Engineer of the Establishment Plan and the complete installation of the landscaping.

During the establishment period:

Keep all plants watered, fertilized, mulched, pruned, and staked and guyed as necessary to assure specified minimum grade of Florida No. 1 throughout the duration of the project construction period and establishment period.



Keep all plants pruned to maintain plant health, clear visibility of signs, traffic signals, safe sight distance at intersections and driveways, safe and operational horizontal and vertical clearance from roadways, sidewalks, utilities, light poles, traffic control signals and devices, toll equipment and facilities, mechanical equipment, fences, walls and drainage structures, and to provide unobstructed access. Pruning shall conform to ANSI A300 Part 1 Standards. Pruning shall be performed by an International Society of Arboriculture (ISA) Certified Arborist or person with documentation of equivalent or greater expertise. Prior to performing pruning activities provide proof of the individual's active arborist certification or other credential to the Engineer for approval.

beds, Keep the landscape areas as defined in the plans, including individual plant locations and planting free of litter, debris, excess material and undesirable vegetation.

Keep landscape bed edges correctly located and trimmed, and the mulch groomed and replenished as specified in the Contract Documents.

Contract, Operate and maintain all components of any irrigation system when installed as part of the

Engineer. Remove staking and guying from all fully established plants unless otherwise directed by the

Documents. Continue any mowing and litter pick up of the turf areas as depicted and specified in the Contract Documents.

**580-4.2** Inspection and Reporting Requirements: During the establishment period, inspect and certify monthly on the Department's "Landscape Monthly Inspection Form" that the landscaping is being established per the Contract Documents.

During the establishment period, the Engineer will perform quarterly inspections to verify that the landscaping is being established per the Contract Documents.

**580-5** Remedial Work.

Perform all necessary remedial work at no cost to the Department. Use replacement plants of the same species and planting medium as the plant being replaced and as specified in the Contract Documents. Replacement plant size must match the size of the adjacent grown-in plants of the same species and variety which may be larger than the initially installed size.

During the establishment period, the establishment time for replacement plants shall be the remaining establishment period or 90 days after date of replacement installation acceptance, whichever is greater.

Approval of remedial work does not relieve the Contractor from continuing responsibility under the provisions of this Section. At the end of the contract period when all contract requirements are met, the Engineer will release the Contractor from further remedial work.

**580-6** Failure to Perform.

Upon receipt of the monthly inspection form or after inspection by the Engineer, a daily deduction of 0.274% per calendar day of the remaining establishment amount in 580-8.2 will be assessed and forfeited if full compliance with 580-4 is not achieved. The daily deduction will continue until full compliance is achieved to the Engineer's satisfaction.

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Should the Contractor fail to timely and satisfactorily perform any remedial work associated with landscaping during the establishment period, the Department will reduce the payments scheduled during the establishment period by a deduction of 0.274% per calendar day of the remaining establishment amount in 580-8.2.

**580-7 Method of Measurement.**

**580-8.1 Installation:** The quantity to be paid will be the quantity of plants or trees installed.

**580-8.2 Establishment:** The quantity to be paid will be in equal monthly payments for plants or trees maintained during the establishment period.

**580-8 Basis of Payment.**

Price and payment will be full compensation for all work and materials specified in this Section including all ancillary work and materials necessary to meet the contract requirements. .

**580-8.1 Payment during the Installation Period:** Seventy-six percent of the bid amount will be paid during the installation period for work completed and accepted.

**580-8.2 Payment during the Establishment Period:** Up to twenty-four percent of the total contract price will be paid in accordance with 580-7 during the establishment period Payment during the establishment period will be made in 12 equal monthly payments, less any deductions assessed in accordance with 580-6.

**SECTION 660 VEHICLE DETECTION SYSTEM**

All loops shall be 30 ft in length unless otherwise noted in the plans.

**SECTION 665 PEDESTRIAN DETECTOR SYSTEM**

All detectors shall be Pelco Model SP-1090-FL unless otherwise noted in the plans.

**SECTION 690 REMOVAL OF EXISTING TRAFFIC SIGNAL EQUIPMENT**

Add 2013 Specification with the following addition as follows.

**690-1 Description.**

Remove existing traffic control signals and devices including electrical and electronic equipment, supporting hardware and structures, electrical wiring, conduit, and all other elements specified and required to clear the areas of concern for new installations.

When removing existing traffic signals and devices, salvage and protect all equipment and materials designated for removal in the Contract Documents.

**690-2 Ownership.**

The County retains ownership of the equipment removed unless otherwise stated in the plans. This section shall include the delivery of the equipment to the Alachua County Public Works Compound at 5620 NW 120<sup>th</sup> Lane or the City of Gainesville Public Works Compound at 405 NW 39th Avenue at the County's discretion. Delivery shall be coordinated with the County Inspector.

**690-3 General Removal Operations.**

Remove and salvage all equipment, appurtenances, and materials designated in the Plans to remain the property of the County or other owner.

Where the removals require excavation, backfill, compact, and level the excavated areas (unless to be used as areas for other installations) so as to form a smooth contour, uniform in density with adjacent ground areas.

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Where the removal operations require the removal or disturbance of overlying pavement, curb, grass, or sidewalk, remove such pavement and subsequently replace it in kind (or equivalent).

Remove, handle, and transport electronic equipment to be removed with all due care. Correct any damage to such equipment caused by negligence at no expense to the County regardless of whether the damage occurs before or after removal of the equipment.

When removing all electronic equipment, also remove all attaching devices and all other devices and auxiliaries related to the electronic unit which the County does not require to remain in place for use with replacing equipment.

Perform all removals in such a manner as to not damage or disturb adjacent property, utilities, or other equipment.

When replacing existing functioning installations with new installations, do not remove the existing installations until the new installations are in place and operating or until temporary traffic control approved by the Engineer is in place.

Notify the proper authorities or the owners of affected adjacent installations at least 24 hours in advance of any removal operations which might endanger or otherwise affect the operations of their facilities.

When the Contract Documents indicate that owners (or others) will remove their own poles, carefully remove and handle all equipment from such poles prior to such removal of the poles.

#### **690-4** Specific Removal Operations.

**690-4.1** Removal of Poles: Remove direct burial, strain poles, steel strain poles, mast arm and monotube assemblies and associated foundations as specified in the Plans. Obtain the Engineer's approval for the removal process before beginning any removal work. These requirements do not apply to poles used for highway lighting, unless they are jointly used to support traffic control signals and devices, signal mast arm, or span wire assemblies.

Accomplish the removal process of each pole/foundation in such a manner as not to result in a safety hazard to motorists or adjacent property or damage to existing utilities. Ensure that all utilities have been located prior to removal.

When shallow pole removal is specified in the Plans, ensure the remaining pole/foundation and any protrusions, such as pole keys, dead men, guying apparatus, conduit, anchor bolts, or reinforcing steel, are removed to a minimum depth of 4 feet below existing grade.

When deep pole removal is specified in the Plans completely remove each pole including the foundation and all accessories or attachments, such as pole keys, dead men, guying apparatus, conduit, anchor bolts, and reinforcing steel.

Do not remove or disturb utility poles located within the right-of-way.

**690-4.2** Removal of Signal Pedestal: Remove each signal pedestal and associated foundations as specified in the Plans. Obtain the Engineer's approval for the removal process before beginning any removal work.

Accomplish the removal process of each pedestal/foundation in such a manner as not to result in a safety hazard to motorists, pedestrians or adjacent property or damage to existing utilities. Ensure that all utilities have been located prior to removal.

Completely remove each pedestal including the foundation and all accessories or attachments, such as pole keys, conduit, anchor bolts, and reinforcing steel.

**690-4.3** Removal of Controllers and Cabinets: When removing controller assemblies, also remove the

Page 29

cabinet. For base mounted cabinets, completely remove the concrete base and technician pad.

Prior to removal, conduct an inventory of the cabinet and all cabinet contents, including identification of the model number and serial numbers of each item. Submit the inventory list to the Engineer for retention by the Department and provide a copy of the list to the equipment owner.

**690-4.4 Removal of Signal Heads (Vehicular and Pedestrian):** Remove all signal head assemblies and attachment hardware in such a manner as to avoid unnecessary damage.

**690-4.5 Removal of Detectors (Vehicular and Pedestrian):** Divide the removal of detector assemblies into the following categories:

(a) Vehicular detector assemblies: When the removal of vehicular detector assemblies is specified in the Contract Documents, remove the amplifier from the controller cabinet, the loop, and the lead-in wiring that is in the conduit and pull boxes.

When removing pressure type vehicular detector assemblies, remove the amplifier and the detector pad and its framework from the roadway pavement. After removing such detector assemblies, repair the roadway areas by backfilling and tamping with an approved asphalt concrete mix or concrete pavement mix so as to restore the roadway to the satisfaction of the Engineer.

When removing non-intrusive detectors that are not embedded in or under pavement, remove the roadside detector assembly, cabling, mounting hardware, and detector electronics in cabinet.

(b) Pedestrian detector assemblies: Include in the removal of pedestrian detector assemblies the removal of the push button detector, sign, and all mounting hardware, including the supporting post and foundation.

**690-4.6 Removal of Mast Arms and Span Wires:** Disconnect the mast arms and span wires carefully at the pole, and salvage all usable hardware and attachment devices as determined by the Engineer. Remove all devices supported by the mast arm or span wire (including wiring) prior to the removal of the mast arm or span wire.

For integrally installed mast arms and mast arm poles, remove the pole and mast arm combination as a unit after removing the devices supported by the mast arms.

**690-4.7 Removal of Cabling and Conduit:** After removing the conductor cable and conduit, carefully stub, or protect with other appropriate procedures, the remaining conductor cable and conduit at the point of removal.

If the removal of any cables and conduit requires excavation, restore disturbed areas compatible with adjacent ground areas.

**690-5 Transporting and Storing Removed Equipment.**

When the Contract Documents specify special handling, deliver equipment and materials that are not stipulated to be reused in the new installations to the locations designated in the Contract. When the Contract Documents note no special handling, stockpile or dispose of the removed materials as approved by the Engineer. The Engineer will determine ownership of removed equipment and will approve of the removal of any salvaged equipment from the project in advance.

Provide disposal areas, and dispose of removed concrete strain poles in such areas.

**690-6 Method of Measurement.**

**690-6.1 General:** The quantities to be paid for will be measured in accordance with the different work tasks required in this Section. The Contract unit price for each different work task as specified in the Contract Documents will include all labor and equipment required to remove the specified items specified by the pay item numbers.

**690-6.2 Remove Poles:**

Technical Specifications  
CR 234 Major Rehabilitation  
Project No. 923-7908

**690-6.2.1 Pole Removal Shallow:** The quantity to be paid for will be the removal of each pole including the foundation and all accessories or attachments to a depth not less than 4 feet below existing grade.

**690-6.2.2 Pole Removal Deep:** The quantity to be paid for will be the complete removal of the pole and foundation including all accessories or attachments.

**690-6.3 Remove Signal Pedestal:** The quantity to be paid for will be the complete removal of each pedestal including the foundation and all accessories or attachments.

**690-7 Basis of Payment.**

Prices and payments will be full compensation for all work specified in this Section.

**SECTION 700 HIGHWAY SIGNING**

When the contractor has the option for sign post type, the sign post type shall be 2lb/ft U-Channel.

**E-04 LAYING OUT THE WORK**

The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout, both horizontal and vertical, shall be completed by a Land Surveyor, or by someone under the responsible charge of a Land Surveyor, who is registered in the State of Florida. Layout work may be completed by a party other than a registered Land Surveyor with approval from the County Engineer. Work completed via layout not performed by a registered Land Surveyor shall be verified by an "as-built" survey completed by a Land Surveyor, or by someone under responsible charge of a Land Surveyor, who is registered in the State of Florida. "As-built" work found to be out of compliance with the construction plans or specifications shall be removed and reconstructed at the Contractor's expense. The construction plans and right-of-way maps, if available, are at the Public Works Department for review. Survey control points disturbed or destroyed by the Contractor shall be replaced by the Contractor's Surveyor at the Contractor's expense. Survey monuments, markers or other survey control points, which will be removed by construction, shall be properly referenced to the right-of-way line prior to removal. Reference monumentation for all survey control shall be provided to the County upon project completion.

**E-05 TESTING**

All testing shall be performed by the County except for pre-qualification testing of materials required by the FDOT Specifications, and testing required at the Contractor's expense in accordance with the Non-Technical Specifications. All all costs incurred for services of a County contracted independent testing laboratory for any failing tests shall be billed directly to the Contractor or deducted from contract payments.

**E-06 PAY ITEM SPECIAL CONDITIONS & SPECIAL PAY ITEMS**

**Video Documentation**

Provide a digital video recording of the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. This work shall be paid under the bid item for mobilization.

**Paint and Thermoplastic Pav Items**

Paint pay items are for initial (single) application of marking on the final surface; thermoplastic shall be placed 30 days thereafter.

### **EXHIBIT 3: PAYMENT BOND FORM**

#### **CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

#### **SURETY**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

#### **OWNER (OBLIGEE)**

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

#### **CONTRACT DETAILS**

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR INVITATION TO BID NO.:

#### **BOND**

BOND NUMBER:

DATE:

AMOUNT:

#### **KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2) and §255.05(10), Florida Statutes.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with Alachua County, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the notice and time limitations of §255.05(2) and §255.05(10). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

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

Witnesses as to Contractor

Name:\_\_\_\_\_  
Title:\_\_\_\_\_  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

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

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification  
Type of Identification Produced:\_\_\_\_\_

**SURETY**  
SIGNATURE: \_\_\_\_\_

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

## **EXHIBIT 4: PERFORMANCE BOND FORM**

### **CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

### **SURETY**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

### **OWNER (OBLIGEE)**

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

### **CONTRACT DETAILS**

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR INVITATION TO BID NO.:

### **BOND**

BOND NUMBER:

DATE:

AMOUNT:

### **KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with County, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
3. 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 AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or



2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

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

Witnesses as to Contractor Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

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

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification  
Type of Identification Produced: \_\_\_\_\_

**SURETY**  
SIGNATURE: \_\_\_\_\_ SEAL

PRINTED NAME AND TITLE: \_\_\_\_\_

**EXHIBIT 5: CLOSEOUT CHECKLIST**

*Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.*

**Contract No. 14345 – CR 234 Major Rehabilitation**

*Complete all applicable items.*

| <b>ACTION/ITEM</b>                                                                                                                                   | <b>Date Completed<br/>(by Vendor)</b> | <b>Vendor<br/>(initials)</b> | <b>County<br/>(initials)</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------|------------------------------|
| <b>General Requirements (Should be required on most Contracts)</b>                                                                                   |                                       |                              |                              |
| All contractual obligations are completed<br><i>(include list of exceptions as an attachment)</i>                                                    |                                       |                              |                              |
| All invoices, except for the final, are submitted and paid                                                                                           |                                       |                              |                              |
| All testing reports have been received and analyzed                                                                                                  |                                       |                              |                              |
| Final amount paid via this Contract                                                                                                                  |                                       |                              |                              |
| Parties agree that no claims, issues, or unresolved matters exist on the contract                                                                    |                                       |                              |                              |
| <b>Contract Specific Requirements (All may not apply)</b>                                                                                            |                                       |                              |                              |
| All inspections are completed and accepted                                                                                                           |                                       |                              |                              |
| Any County-furnished property is returned                                                                                                            |                                       |                              |                              |
| The contractor has closed any subcontracts that may exist                                                                                            |                                       |                              |                              |
| All sub-contractor(s) have been paid in full<br><i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i> |                                       |                              |                              |
| Any access or security badges and keys are returned and are accounted for                                                                            |                                       |                              |                              |
| All warranties, training material, or other final deliverables are obtained                                                                          |                                       |                              |                              |
| All Bond requirements have been met                                                                                                                  |                                       |                              |                              |
| Certificates of substantial completion or final completion are obtained                                                                              |                                       |                              |                              |
| Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>                                             |                                       |                              |                              |

**CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT**

\_\_\_\_\_  
Vendor/Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Administrator Signature

\_\_\_\_\_  
Date

**EXHIBIT 6: CONTRACTOR’S FINAL PAYMENT AFFIDAVIT FORM**

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

- (1) He or she is the (title) \_\_\_\_\_, of \_\_\_\_\_, which does business in the State of Florida, hereinafter referred to as the “Contractor.”
- (2) Contractor, pursuant to that certain Contract No. 14345 (“Contract”) with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “Owner,” has furnished or caused to be furnished labor, materials, and services for *Invitation to Bid No. 25-513-LC; Project No. 923-7908, CR 234 Major Rehabilitation, Contract No. 14345*, as more particularly set forth in said Contract.
- (3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$\_\_\_\_\_.
- (4) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Contract (“Claimants”), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.
- (5) Contractor certifies, represents and warrants that all Work to be performed under the Contract has been fully completed, and all Claimants have been paid in full.
- (6) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Owner relating in any way to the performance of the Contract.
- (7) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (8) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by the Contract.

**Contractor:**

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

It’s: \_\_\_\_\_

\_\_\_\_\_  
Witnesses

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

[Corporate Seal]

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

**EXHIBIT 7: FINAL PAYMENT BOND WAIVER FORM**

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

**OWNER:** Alachua County, a charter county and political subdivision of the State of Florida

**CONTRACTOR:**

**PROJECT:** Contract No. 14345 (“Contract”) for labor, materials, and services for *Invitation to Bid No. 25-513-LC; Project No. 923-7908, CR 234 Major Rehabilitation, Contract No. 14345.*

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$ \_\_\_\_\_, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through \_\_\_\_\_ (insert date) to \_\_\_\_\_, on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON \_\_\_\_\_.

Claimant: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_  
(Print Title)

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

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

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification  
Type of Identification Produced: \_\_\_\_\_

## **EXHIBIT 8: INSURANCE**

### **TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”**

**The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.**

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this Agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

#### **EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds )**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

## **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### **I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

### **II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

## **SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this Contract. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

**EXHIBIT 8-A: CERTIFICATE OF INSURANCE**

| <b>CERTIFICATE OF LIABILITY INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | DATE (MM/DD/YYYY)<br>2/21/2025 |                               |        |                                                  |       |                                   |       |                                                 |       |                                                           |       |                                                 |       |            |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------|--------|--------------------------------------------------|-------|-----------------------------------|-------|-------------------------------------------------|-------|-----------------------------------------------------------|-------|-------------------------------------------------|-------|------------|--|
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                               |        |                                                  |       |                                   |       |                                                 |       |                                                           |       |                                                 |       |            |  |
| IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                               |        |                                                  |       |                                   |       |                                                 |       |                                                           |       |                                                 |       |            |  |
| <b>PRODUCER</b><br>Acrisure Southeast Partners Insurance Services LLC<br>1317 Citizens Blvd<br>Leesburg FL 34748                                                                                                                                                                                                                                                                                        | <b>CONTACT</b><br>NAME: Brittany Beck<br>PHONE (A/C, No, Ext): 404-809-2530      FAX (A/C, No): 404-809-2531<br>E-MAIL: bbeck@acrisure.com<br>ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                |                               |        |                                                  |       |                                   |       |                                                 |       |                                                           |       |                                                 |       |            |  |
| <b>INSURED</b><br>Anderson Columbia Co., Inc.<br>P.O. Box 1829<br>Lake City FL 32056                                                                                                                                                                                                                                                                                                                    | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B: RSUI Indemnity Company</td> <td>22314</td> </tr> <tr> <td>INSURER C: Indemnity National Insurance Company</td> <td>18468</td> </tr> <tr> <td>INSURER D: Endurance American Specialty Insurance Company</td> <td>41718</td> </tr> <tr> <td>INSURER E: Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> |                                | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Liberty Mutual Fire Insurance Company | 23035 | INSURER B: RSUI Indemnity Company | 22314 | INSURER C: Indemnity National Insurance Company | 18468 | INSURER D: Endurance American Specialty Insurance Company | 41718 | INSURER E: Safety National Casualty Corporation | 15105 | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                                                                                                                                                                                                                                                                           | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                |                               |        |                                                  |       |                                   |       |                                                 |       |                                                           |       |                                                 |       |            |  |
| INSURER A: Liberty Mutual Fire Insurance Company                                                                                                                                                                                                                                                                                                                                                        | 23035                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                |                               |        |                                                  |       |                                   |       |                                                 |       |                                                           |       |                                                 |       |            |  |
| INSURER B: RSUI Indemnity Company                                                                                                                                                                                                                                                                                                                                                                       | 22314                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                |                               |        |                                                  |       |                                   |       |                                                 |       |                                                           |       |                                                 |       |            |  |
| INSURER C: Indemnity National Insurance Company                                                                                                                                                                                                                                                                                                                                                         | 18468                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                |                               |        |                                                  |       |                                   |       |                                                 |       |                                                           |       |                                                 |       |            |  |
| INSURER D: Endurance American Specialty Insurance Company                                                                                                                                                                                                                                                                                                                                               | 41718                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                |                               |        |                                                  |       |                                   |       |                                                 |       |                                                           |       |                                                 |       |            |  |
| INSURER E: Safety National Casualty Corporation                                                                                                                                                                                                                                                                                                                                                         | 15105                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                |                               |        |                                                  |       |                                   |       |                                                 |       |                                                           |       |                                                 |       |            |  |
| INSURER F:                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                               |        |                                                  |       |                                   |       |                                                 |       |                                                           |       |                                                 |       |            |  |

| <b>COVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                             | <b>CERTIFICATE NUMBER: 872837531</b> | <b>REVISION NUMBER:</b>                     |                                  |                                  |                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------|----------------------------------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                             |                                      |                                             |                                  |                                  |                                                                                                                                                                                                                                                 |
| INSR LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                           | ADDL SUBR INSD WVD                   | POLICY NUMBER                               | POLICY EFF (MM/DD/YYYY)          | POLICY EXP (MM/DD/YYYY)          | LIMITS                                                                                                                                                                                                                                          |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER:        | Y                                    | TB2-651-289907-104                          | 5/1/2024                         | 5/1/2025                         | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMPIOP AGG \$ 4,000,000<br>\$ |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y                                    | AS2-651-289907-084                          | 5/1/2024                         | 5/1/2025                         | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED: RETENTION \$                                                                                                                                 | Y                                    | NHA500297<br>XS0001222 24<br>EXC30000098108 | 5/1/2024<br>5/1/2024<br>5/1/2024 | 5/1/2025<br>5/1/2025<br>5/1/2025 | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                  |
| E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NM)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                            | Y/N<br>N                             | SP 4068411                                  | 4/1/2024                         | 4/1/2025                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                        |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)<br>RE: CR 234 MAJOR REHABILITATION; ALACHUA CO. Bid No. 25-405-LC; PROJECT NO. 923-7908; ACCI Project # 825201<br>The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor. The above referenced coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory |                                                                                                                                                                                                                                                                                                                                             |                                      |                                             |                                  |                                  |                                                                                                                                                                                                                                                 |

|                                                                                                                               |                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>Alachua County Board of County Commissioners<br>12 S.E. FIRST STREET<br>GAINESVILLE FL 32601 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2016/03)

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Issued by Liberty Mutual Fire Insurance Co

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AUTO ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

**I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
  - 1. The 90th day after you acquire or form the organization; or
  - 2. The end of the policy period, whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.



## II. EMPLOYEES AS INSURED

Paragraph A.1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

## III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

### C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

### D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

#### IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

#### V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion B.5. of SECTION II - LIABILITY COVERAGE does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

#### VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

#### VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

#### VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

#### IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and

- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

#### X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

##### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

#### XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

#### XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

#### XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

- (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

#### XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery

#### XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

#### XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:
  - 1. The most we will pay for coverage afforded by this endorsement is the lesser of:
    - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
    - b. The actual cash value of such covered "auto" at the time of the "loss".
  - 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
  - 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by:

- b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
    - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
    - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

**XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS**

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

**XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS**

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

#### XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
  1. Necessary and actual expenses incurred; or
  2. \$30 per day with a maximum of \$900 in any one period.
- D. This coverage does not apply:
  1. While there are spare or reserve "autos" available to you for your operations; or
  2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

#### XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:
  2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
    - a. For reasons of non-payment, the greater of:
      - (1) 10 days; or
      - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
    - b. For reasons other than non-payment, the greater of:

- (1) 60 days;
  - (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
  - (3) The number of days specified in any other Cancellation Condition attached to this policy,  
prior to the effective date of the cancellation or non-renewal.
- B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

#### XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1500 for each covered "auto".

#### XXII. LIMITED MEXICO COVERAGE

**WARNING**

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.



A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

Issued by Liberty Mutual Fire Insurance Co

Premium

Liability

Physical Damage

Total Premium

Schedule

V. Fellow Employee  
Schedule of Employees:

|                        |      |    |    |     |      |      |
|------------------------|------|----|----|-----|------|------|
| XVIII. Drive Other Car | LIAB | MP | UM | UIM | COMP | COLL |
| Name of Individual     |      |    |    |     |      |      |

|                                          |                    |
|------------------------------------------|--------------------|
| XX. Notice of Cancellation or Nonrenewal |                    |
| Name and Address                         | Number of Days: 60 |

Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Index of modified items:

- Item 1. **Reasonable Force**
- Item 2. **Non-Owned Watercraft Extension**
- Item 3. **Damage To Premises Rented To You - Expanded Coverage**
- Item 4. **Bodily Injury To Co-Employees**
- Item 5. **Health Care Professionals As Insureds**
- Item 6. **Knowledge Of Occurrence**
- Item 7. **Notice Of Occurrence**
- Item 8. **Unintentional Errors And Omissions**
- Item 9. **Bodily Injury Redefinition**
- Item 10. **Supplementary Payments – Increased Limits**
- Item 11. **Property In Your Care, Custody Or Control**
- Item 12. **Mobile Equipment Redefinition**
- Item 13. **Newly Formed Or Acquired Entities**
- Item 14. **Blanket Additional Insured Where Required By Written Contract**  
 Lessors of Leased Equipment  
 Managers or Lessors of Premises  
 Mortgagees, Assignees or Receivers  
 Owners, Lessees or Contractors  
 Architects, Engineers or Surveyors  
 Any Person or Organization
- Item 15. **Blanket Additional Insured – Grantors Of Permits**
- Item 16. **Waiver Of Right Of Recovery By Written Contract Or Agreement**
- Item 17. **Other Insurance Amendment**
- Item 18. **Contractual Liability - Railroads**

**Item 1. Reasonable Force**

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Item 2. Non-Owned Watercraft Extension**

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

**Item 3. Damage To Premises Rented To You - Expanded Coverage**

- A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

- C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

**Item 4. Bodily Injury To Co-Employees**

- A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1) To you;

- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.

#### C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

### Item 5. **Health Care Professionals As Insureds**

- A. Paragraphs 2.a.(1)(a) and (d) of Section II - Who Is An Insured do not apply to "bodily injury" or "personal and advertising injury" arising out of the providing of or failure to provide professional health care services by any "employee" or "volunteer" of the Named Insured who is a "designated health care provider" if the "bodily injury" or "personal and advertising injury" occurs in the course and scope of the "designated health care provider's" employment by the Named Insured.
- B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

- (1) Liability assumed under an "insured contract" or any other contract or agreement;
- (2) Liability arising out of the providing of professional health care services in violation of law;
- (3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;

(4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to Section V - Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

**Item 6. Knowledge Of Occurrence**

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

**Item 7. Notice Of Occurrence**

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

**Item 8. Unintentional Errors And Omissions**

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Item 9. Bodily Injury Redefinition**

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

**Item 10. Supplementary Payments - Increased Limits**

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

**Item 11. Property In Your Care, Custody Or Control**

A. Paragraphs (3) and (4) of exclusion j. of Section I – Coverage A – Bodily Injury and Property Damage Liability only apply to:

1. "Property damage" to borrowed equipment, or
2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

**Item 12. Mobile Equipment Redefinition**

The definition of "Mobile Equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

**Item 13. Newly Formed Or Acquired Entities**

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.

a. Coverage under this provision is afforded only until:

- (1) The 180th day after you acquire or form the organization;
- (2) Separate coverage is purchased for the organization; or
- (3) The end of the policy period,

whichever is earlier.

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

Item 14. **Blanket Additional Insured Where Required By Written Contract**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. Additional Insured by Written Contract or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
- (b) Any premises for which coverage is excluded by endorsement.
- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- (4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.



There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.
- (5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.
- (6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations; or
  - (b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;
2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

- (1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;
- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

**Item 15. Blanket Additional Insured – Grantors Of Permits**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

**Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement**

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

**Item 17. Other Insurance Amendment**

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**Item 18. Contractual Liability – Railroads**

Paragraph 9. of Section V - Definitions is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

## EXHIBIT 9: BID SCHEDULE/ SCHEDULE OF VALUES



Alachua County, Florida  
Procurement  
Theodore "TJ" White, Jr. CPPB, Procurement Manager  
County Administration Building, Gainesville, FL 32601

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### [ANDERSON COLUMBIA CO., INC.] RESPONSE DOCUMENT REPORT

ITB No. ITB 25-513-LC

Major Rehabilitation on County Road 234

RESPONSE DEADLINE: January 29, 2025 at 2:00 pm

Report Generated: Wednesday, February 12, 2025

### Anderson Columbia Co., Inc. Response

#### CONTACT INFORMATION

**Company:**

Anderson Columbia Co., Inc.

**Email:**

[doug.booth@andersoncolumbia.com](mailto:doug.booth@andersoncolumbia.com)

**Contact:**

Doug Booth

**Address:**

871 NW Guerdon Street  
Lake City, FL 32055

**Phone:**

(352) 351-3334

**Website:**

N/A

**Submission Date:**

Jan 29, 2025 10:11 AM (Eastern Time)

## PRICE TABLES

| Line Item | Description                                                                     | Quantity | Unit of Measure | Unit Cost    | Total          |
|-----------|---------------------------------------------------------------------------------|----------|-----------------|--------------|----------------|
| 1         | MOBILIZATION                                                                    | 1        | LS              | \$232,467.56 | \$232,467.56   |
| 2         | MAINTENANCE OF TRAFFIC                                                          | 1        | LS              | \$267,454.15 | \$267,454.15   |
| 3         | PREVENTION, CONTROL, & ABATEMENT OF EROSION & WATER POLLUTION                   | 1        | LS              | \$50,649.57  | \$50,649.57    |
| 4         | SEDIMENT BARRIER                                                                | 10,000   | LF              | \$2.50       | \$25,000.00    |
| 5         | MOWING (two cycles)                                                             | 80       | AC              | \$196.84     | \$15,747.20    |
| 6         | CLEARING AND GRUBBING                                                           | 1        | LS              | \$45,730.38  | \$45,730.38    |
| 7         | MAILBOX, F&I SINGLE (AS NEEDED)                                                 | 41       | EA              | \$296.99     | \$12,176.59    |
| 8         | GRADING                                                                         | 1        | LS              | \$91,552.13  | \$91,552.13    |
| 9         | BORROW (CONTINGENCY)                                                            | 40       | CY              | \$93.55      | \$3,742.00     |
| 10        | TYPE 'B' STABILIZATION (LBR 40) (12")                                           | 691      | SY              | \$57.16      | \$39,497.56    |
| 11        | OPTIONAL BASE GROUP 01 (4")                                                     | 3,073    | SY              | \$48.51      | \$149,071.23   |
| 12        | OPTIONAL BASE GROUP 03 (8")                                                     | 691      | SY              | \$98.07      | \$67,766.37    |
| 13        | MILLING EXISTING ASPHALT PAVEMENT (3.5" AVG DEPTH)                              | 52,096   | SY              | \$4.47       | \$232,869.12   |
| 14        | MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH)                              | 398      | SY              | \$9.23       | \$3,673.54     |
| 15        | SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5) (TRAFFIC C) (PG 76-22) (2")         | 6,700    | TN              | \$154.04     | \$1,032,068.00 |
| 16        | ASPHALTIC CONCRETE FRICTION COURSE (TYPE FC-12.5) (TRAFFIC C) (PG 76-22) (1.5") | 5,400    | TN              | \$138.80     | \$749,520.00   |
| 17        | PIPE CULVERT (OPTIONAL MATERIAL) (ROUND) (18") (S/CD)                           | 638      | LF              | \$191.21     | \$121,991.98   |
| 18        | PIPE CULVERT (OPTIONAL MATERIAL) (ROUND) (24") (S/CD)                           | 256      | LF              | \$264.33     | \$67,668.48    |
| 19        | MITERED END SECTION (OPTIONAL ROUND) (18") (SD)                                 | 56       | EA              | \$2,052.78   | \$114,955.68   |

| Line Item    | Description                                         | Quantity | Unit of Measure | Unit Cost  | Total                   |
|--------------|-----------------------------------------------------|----------|-----------------|------------|-------------------------|
| 20           | MITERED END SECTION (OPTIONAL ROUND) (24") (5D)     | 28       | EA              | \$2,193.38 | \$61,414.64             |
| 21           | SEED AND MULCH (AS NEEDED)                          | 400      | SY              | \$3.70     | \$1,480.00              |
| 22           | SOD OR HYDROSEED                                    | 30,000   | SY              | \$5.07     | \$152,100.00            |
| 23           | RETROREFLECTIVE PAVEMENT MARKER                     | 550      | EA              | \$6.75     | \$3,712.50              |
| 24           | PAINT (STANDARD) (WHITE) (SOLID) (6")               | 8.03     | GM              | \$1,462.25 | \$11,741.8675           |
| 25           | PAINT (STANDARD) (WHITE) (SOLID) (24")              | 24       | LF              | \$2.81     | \$67.44                 |
| 26           | PAINT (STANDARD) (YELLOW) (SOLID) (6")              | 2.7      | GM              | \$1,462.25 | \$3,948.075             |
| 27           | PAINT (STANDARD) (YELLOW) (10-30 SKIP) (6")         | 3.71     | GM              | \$843.61   | \$3,129.7931            |
| 28           | THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (6")       | 8.03     | GM              | \$5,849.00 | \$46,967.47             |
| 29           | THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")      | 24       | LF              | \$11.25    | \$270.00                |
| 30           | THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (6")      | 2.7      | GM              | \$5,849.00 | \$15,792.30             |
| 31           | THERMOPLASTIC (STANDARD) (YELLOW) (10-30 SKIP) (6") | 3.71     | GM              | \$2,474.59 | \$9,180.7289            |
| <b>TOTAL</b> |                                                     |          |                 |            | <b>\$3,633,406.3545</b> |

**EXHIBIT 10: CERTIFICATION OF MEETING ALACHUA COUNTY WAGE ORDINANCE**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance (“Wage Ordinance”).

Anderson Columbia Co., Inc.  
871 NW Guerdon Street  
Lake City, FL 32055  
(352) 351-3334  
[doug.booth@andersoncolumbia.com](mailto:doug.booth@andersoncolumbia.com)

Project Description: **CR 234 Major Rehabilitation**; milling and resurfacing CR 234 from US 441 to the entrance to the Payne's Prairie Maintenance Office. The project includes resurfacing or constructing paved driveways and side streets to the right of way line, installing side drains with mitered end sections, installation of Safety Edge, grading that associated with the driveway construction and safety edge installation, and pavement markings

**CONTRACTOR**  
Signed by:  
E. Tony Williams, Jr.  
By: 81C601265509438...  
Print: E. Tony Williams, Jr.  
Title: Vice President  
Date: 2/20/2025

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.

**EXHIBIT 11: NO COERCION FOR LABOR OR SERVICES AFFIDAVIT**

State of Florida,  
County of Alachua

I, E. Tony Williams, Jr. being duly sworn, state under oath:

1. I am a duly authorized representative of Anderson Columbia Co., Inc..
2. Under penalty of perjury, I attest and affirm that Anderson Columbia Co., Inc. does not use coercion as defined in section 787.06(2)(a), Florida Statutes to employ any person for labor or services.
3. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Signed by:

E. Tony Williams, Jr.

81C601265509438...

Signature

2/20/2025

Date Signed



**EXHIBIT 12: FOREIGN COUNTRIES OF CONCERN AFFIDAVIT**

State of Florida  
County of Alachua

I, E. Tony Williams, Jr. being duly sworn, state under oath:

1. I am a duly authorized representative of Anderson Columbia Co., Inc..
2. Under penalty of perjury, I attest and affirm that Anderson Columbia Co., Inc.
  - 2.1. Is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes. (People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic)
  - 2.2. The government of a foreign country of concern does not have a controlling interest in Anderson Columbia Co., Inc..
  - 2.3. Anderson Columbia Co., Inc. is not organized under the laws of or has its principal place of business in a foreign country of concern.

Signed by:

E. Tony Williams, Jr.

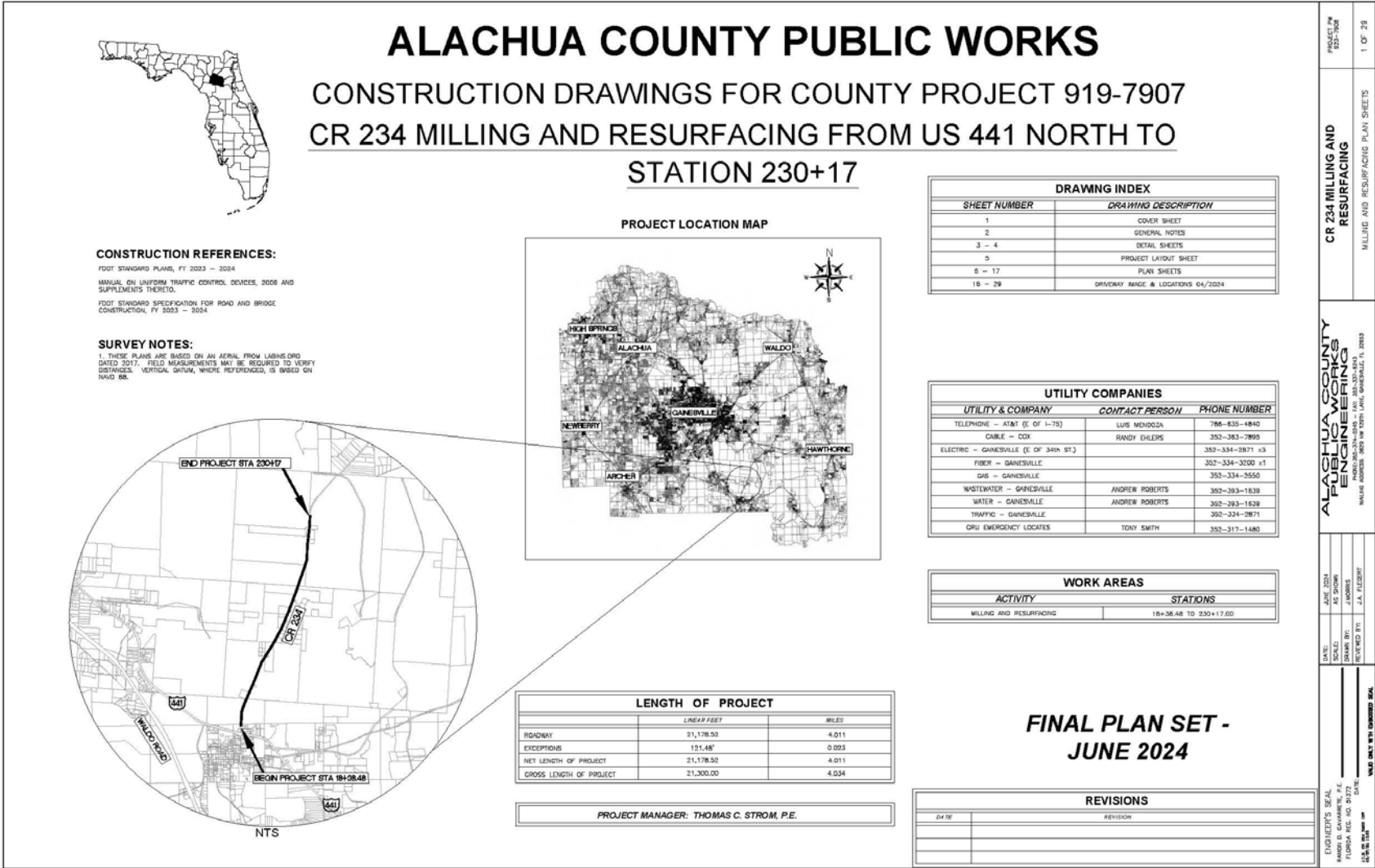
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Signature

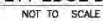
2/20/2025

Date Signed

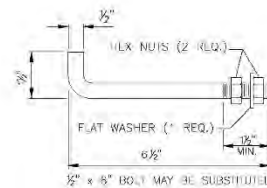
EXHIBIT 13: CONSTRUCTION PLANS



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| <p><b>GENERAL CONSTRUCTION NOTES:</b></p> <p>1. ALL RECYCLABLE/REUSABLE MATERIAL, INCLUDING ASPHALT MILLINGS, SHALL REMAIN THE PROPERTY OF ALACHUA COUNTY UNLESS OTHERWISE SPECIFIED BY THE COUNTY ENGINEER. CONTRACTOR SHALL COORDINATE WITH THE COUNTY ROAD AND BRIDGE DIVISION FOR THE REMOVAL OF THE RECYCLABLE / REUSABLE MATERIAL FROM THE CONSTRUCTION SITE. ALL MILL MATERIALS SHALL BE DELIVERED BY THE CONTRACTOR TO THE ALACHUA COUNTY "MINNE CROWN STORAGE PIT" YARD LOCATED AT 5500 SW 63RD BLVD, GAINESVILLE, FL.</p> <p>2. IF A SINKHOLE SHOULD FORM ON THE SITE, THE PROCEDURES OUTLINED BY THE GOVERNING WATER MANAGEMENT DISTRICT SHALL BE FOLLOWED. THE PROJECT ENGINEER SHALL BE NOTIFIED.</p> <p>3. THE CONTRACTOR IS RESPONSIBLE FOR THE SAFE MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC PER THE MOST RECENT FDOT INDEX FOR THE DURATION OF THE PROJECT 24 HRS/7 DAYS WEEK.</p> <p>4. JOB SAFETY SHALL BE IMPLEMENTED AT ALL TIMES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH OSHA STANDARDS AND TO ABIDE BY THEM AS WELL AS ANY OTHER LOCAL, STATE, AND FEDERAL REGULATIONS.</p> <p>5. DAMAGE TO UTILITIES, STRUCTURES OR PROPERTY ON OR ADJACENT TO THE PROJECT SITE CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.</p> <p>6. THE CONTRACTOR SHALL NOTIFY THE ALACHUA COUNTY PUBLIC WORKS DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.</p> <p>7. CONTRACTOR IS RESPONSIBLE TO VERIFY EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL CONDITIONS PREVENT THE APPLICATION OF THESE PLANS AND SPECIFICATIONS IN THE CONSTRUCTION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER IN CHARGE, IN WRITING, PRIOR TO FURTHER CONSTRUCTION ACTIVITY FOR CLARIFICATION OR PROPOSED RESOLUTION.</p> <p>8. THE CONTRACTOR AND SUBCONTRACTORS ARE HEREBY REQUIRED TO PROMPTLY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR CONFLICTS FOUND IN THE PLANS OR SPECIFICATIONS, SO THEY ARE CLARIFIED BY THE ENGINEER.</p> <p>9. NO CHANGES TO THE WORK AS SHOWN ON THESE PLANS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE PROJECT ENGINEER.</p> <p>10. THE PROJECT ENGINEER SHALL HAVE ACCESS TO THE WORK SITE AT ALL TIMES.</p> <p>11. ALL ASTM DESIGNATIONS SHALL BE AS AMENDED TO DATE UNLESS NOTED OTHERWISE.</p> <p>12. ADDITIONAL TEST BORINGS AND EXPLORATORY INVESTIGATIONS MAY BE MADE BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.</p> <p>13. ALL EXISTING STORMWATER DRAINAGE PATTERNS AND CHANNELS OUTSIDE THE CONSTRUCTION AREAS SHOWN ON THESE PLANS ARE TO BE MAINTAINED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO INTERRUPT AN EXISTING STORMWATER DRAINAGE PATTERN. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION SUCH THAT IMPACT TO CONSTRUCTION AND/OR SURROUNDING FACILITIES IS MINIMIZED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EROSION, SEDIMENT TRANSPORT, DISRUPTED FOUNDATIONS, IMPACT TO STRUCTURES AND ANY OTHER DAMAGE CAUSED DURING CONSTRUCTION.</p> <p>14. UNSUITABLE MATERIAL FROM WITHIN THE PROJECT SHALL BE PROPERLY DISPOSED OF OFF SITE BY THE CONTRACTOR. SUITABLE MATERIAL FROM WITHIN THE PROJECT SHALL BE USED FOR FILL AS NEEDED TO COMPLETE THE PROJECT.</p> <p>15. BURNING WITHIN THE LIMITS OF THE PROPOSED PROJECT SHALL NOT BE ALLOWED UNLESS OTHERWISE SPECIFIED BY THE PROJECT ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE APPROPRIATE AGENCY AND OBTAINING A BURNING PERMIT.</p> <p>16. ANY SURVEY MARKER, INCLUDING BUT NOT LIMITED TO SECTION MARKERS, BENCH MARKS, LOT CORNERS, ETC. WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL PAYMENT. RESETTLE OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF FLORIDA.</p> <p>17. IF APPLICABLE - UPON COMPLETION OF STRUCTURAL COURSE(S), PAVEMENT MARKINGS AND STRIPING AND RPM'S SHALL BE PLACED BEFORE OPENING ROADWAY TO TRAFFIC. UPON COMPLETION OF FIRST COURSE, PAVEMENT MARKINGS AND STRIPING AND RPM'S SHALL BE PLACED BEFORE OPENING ROADWAY TO TRAFFIC. THERMOPLASTIC PAVEMENT MARKINGS AND STRIPING SHALL BE PLACED 30 DAYS THEREAFTER. ALL RPM'S SHALL BE PLACED IN ACCORDANCE WITH FDOT DESIGN STANDARDS (INDEX 706-001).</p> <p>18. ALL EXISTING CULVERTS ARE TO REMAIN UNLESS SPECIFIED OTHERWISE.</p> <p>19. ALL EXISTING SIGNS ARE TO REMAIN UNLESS SPECIFIED OTHERWISE.</p> <p>20. MILLING AND PAVING OPERATIONS ARE TO BE DONE CONCURRENTLY. VEHICLE TRAFFIC SHALL NOT BE PERMITTED ON A MILLED SURFACE.</p> <p>21. SHOULD MILLING OPERATIONS EXPOSE PORTIONS OF THE EXISTING UNDERCOT BASE MATERIAL, ANY PORTION OF THE BASE THAT IS EXPOSED SHALL RECEIVE AN ASPHALTIC PRIME IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS (SECTION 360).</p> <p>22. MAILBOXES IMPACTED BY CONSTRUCTION SHALL BE RELOCATED OR REPLACED PER FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS FOR ROADWAY AND BRIDGE CONSTRUCTION INDEX 10-200.</p> <p><b>UTILITY NOTES:</b></p> <p>1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN THROUGH DIRECT CONTACT WITH THE APPROPRIATE UTILITY COMPANY IN ACCORDANCE WITH THE ALACHUA COUNTY LAND DEVELOPMENT CODE PRIOR TO OR IN CONJUNCTION WITH THE PROJECT AND SHALL MAINTAIN CONTACT THROUGHOUT CONSTRUCTION. ALACHUA COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES OR DELAYS CAUSED BY THE LOCATION OR DISPOSITION OF ANY UTILITIES.</p> <p>2. ALL UNDERGROUND UTILITIES CONFLICTING WITH CONSTRUCTION SHALL BE RELOCATED, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.</p> <p>3. CONTRACTOR SHALL HAND EXCAVATE WHEN CONSTRUCTION ACTIVITIES ARE WITHIN 18 INCHES OF EXISTING UTILITIES.</p> <p>4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO UTILITIES, STRUCTURES AND PROPERTY ON AND ADJACENT TO THE SITE CAUSED BY CONSTRUCTION ACTIVITIES.</p> |  | <p><b>DRIVEWAY NOTES:</b></p> <p>1. NEW CULVERTS, WHERE CALLED FOR, ARE TO BE INSTALLED ALONG THE EXISTING FLOW LINE AND SHALL MATCH EXISTING INVERTS, UNLESS OTHERWISE NOTED IN THE PLANS.</p> <p>2. ALL NEW PIPES SHALL BE POLYPROPYLENE PIPES WITH CONCRETE MITERS ON EACH END UNLESS OTHERWISE SHOWN ON THE PLANS, OR OTHERWISE APPROVED BY THE PROJECT ENGINEER.</p> <p>3. GRADE SHALL FROM NEW MITERED END SECTION AT 20:1 SLOPE FOR A MAXIMUM DISTANCE OF 50', EACH DIRECTION.</p> <p>4. CONTRACTOR SHALL CONSTRUCT DRIVEWAY AND MITERED ENDS PER FDOT STANDARDS.</p> <p>5. MINIMUM CULVERT LENGTH FROM INVERT TO INVERT SHALL BE 36'.</p> <p><b>EROSION CONTROL NOTES:</b></p> <p>1. ALL EROSION AND SEDIMENT CONTROL DEVICES NECESSARY FOR CONSTRUCTION SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD PLANS AND FLORIDA BEST MANAGEMENT PRACTICES.</p> <p>2. THE CONTRACTOR SHALL PREVENT THE DISCHARGE OF SEDIMENT INTO DRAINAGE DITCHES DUE TO CONSTRUCTION OPERATIONS. APPROVED EROSION CONTROL SHALL CONSIST OF SILT FENCE, OR OTHER EROSION CONTROL METHODS APPROVED BY THE PROJECT ENGINEER. ALL NEW AND EXISTING DRAIN PIPES AND STRUCTURES SHALL BE DESILTED PRIOR TO FINAL PAYMENT.</p> <p>3. CONTRACTOR SHALL CLEAR AND DRUB CONSTRUCTION AREAS BEFORE FILL IS PLACED. ALL AREAS TO RECEIVE FILL SHALL BE STRIPPED OF ALL VEGETATION AND TOPSOIL AND PROOF ROLLED PRIOR TO PLACING CLEAN FILL.</p> <p>4. ALL SLOPES STEEPER THAN 3:1 SHALL HAVE PINNED OR PEGGED ARGENTINE BAHIA SOD. PROVIDE EROSION CONTROL BLANKET FOR ALL SLOPES 2:1 HORIZONTAL TO VERTICAL OR STEEPER.</p> <p>5. ALL AREAS INSIDE AND OUTSIDE THE PROJECT LIMITS, WHICH ARE DISTURBED AS A RESULT OF THE PROJECT CONSTRUCTION, SHALL BE RESTORED TO ORIGINAL OR DESIGN GRADE AS APPLICABLE, AND SOODED WITH ARGENTINE BAHIA SOD AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE REGRADED AND SOODED WITH ARGENTINE BAHIA SOD.</p> <p>6. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WITH AREAS HAVE BEEN STABILIZED.</p> <p>7. ADDITIONAL PROTECTION, ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.</p> <p>8. CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES DAILY. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BAILS SHALL BE ACCOMPLISHED PROMPTLY.</p> <p>9. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH RAINFALL. DEPOSITS SHALL BE REMOVED WHEN THE LEVEL OF DEPOSITIONS REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.</p> <p>10. SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIER IS NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SOODED.</p> <p>11. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.</p> <p>12. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF EXPECTED USABLE LIFE AND THE BARRIERS ARE STILL NECESSARY THE FABRIC SHALL BE REPLACED IMMEDIATELY.</p> <p>13. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.</p> <p>14. THE CONTRACTOR SHALL SUBMIT A DETAILED STORMWATER POLLUTION PREVENTION PLAN TO THE COUNTY FOR APPROVAL.</p> <p>15. THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THE NOTICE OF INTENT (NOI) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>16. DISCHARGE OF SEDIMENT TO DRAINAGE DITCHES AND/OR OFF-SITE PROPERTY IS PROHIBITED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION CONTROL AS OUTLINED IN THE EROSION CONTROL PLAN.</p> | <p><b>CR 234 MILLING AND RESURFACING</b></p> <p>MILLING AND RESURFACING PLAN SHEET</p> <p>PROJECT: 63377008</p> <p>SHEET: 2 OF 79</p> |
| <p><b>ALACHUA COUNTY PUBLIC WORKS ENGINEERING</b></p> <p>MAJOR AGENCY USE ONLY - DO NOT SCALE</p> <p>DATE: MAY 2024</p> <p>SCALE: AS SHOWN</p> <p>DESIGNED BY: JAMES</p> <p>CHECKED BY: JAMES</p> <p>APPROVED BY: JAMES</p> <p>DATE: 5.1.2024</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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SAWYER, P.E.</p> <p>FLORIDA REG. NO. 0172</p> <p>EXPIRATION DATE: 05/01/2028</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                       |

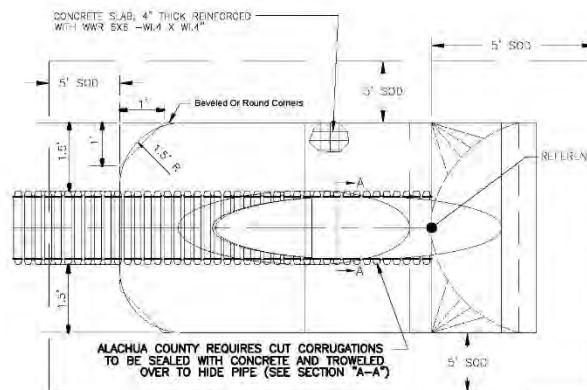
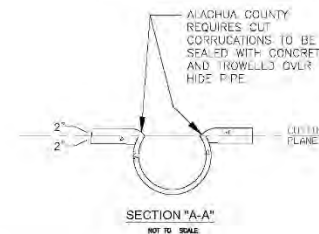
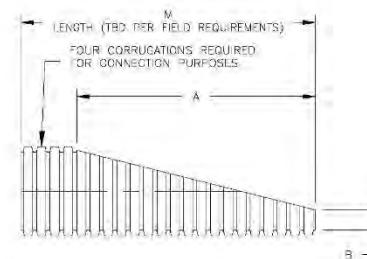


| PIPE<br>DIAMETER | 4:1 SLOPE |    |     |
|------------------|-----------|----|-----|
|                  | A         | B  | M   |
| 12"              | 38.7"     | 3" | 6"  |
| 15"              | 46.8"     | 4" | 7"  |
| 18"              | 58.4"     | 4" | 8"  |
| 24"              | 74.8"     | 6" | 10" |
| 30"              | 97.4"     | 8" | 12" |
| 36"              | 121"      | 8" | 14" |
| 42"              | 144"      | 8" | 15" |
| 48"              | 167.5"    | 8" | 16" |

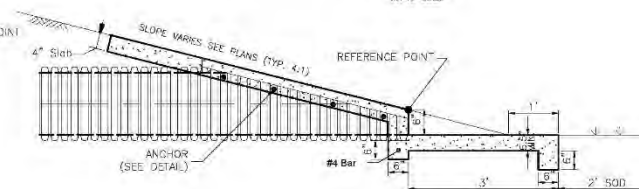


ANCHOR DETAIL  
NOT TO SCALE

NOTES:  
ANCHORS, WASHER AND NUTS (G. & GALVANIZED STEEL) AND  
ANCHORS WERE REQUIRED TO CENTER IN CONCRETE SLAB. DAMAGED  
SURFACES TO BE REPAIRED AFTER BENDING. ANCHORS ARE TO BE  
SPACED A DISTANCE EQUAL TO FOUR (4) CORRUGATIONS. PLACE THE  
ANCHORS IN THE OUTSIDE CREST OF CORRUGATION. FLAT WASHER TO  
BE PLACED ON INSIDE WALL OF PIPE. HOLES IN THE MITERED END  
PIPE ARE TO BE DRILLED OR PUNCHED; BURNING NOT PERMITTED.



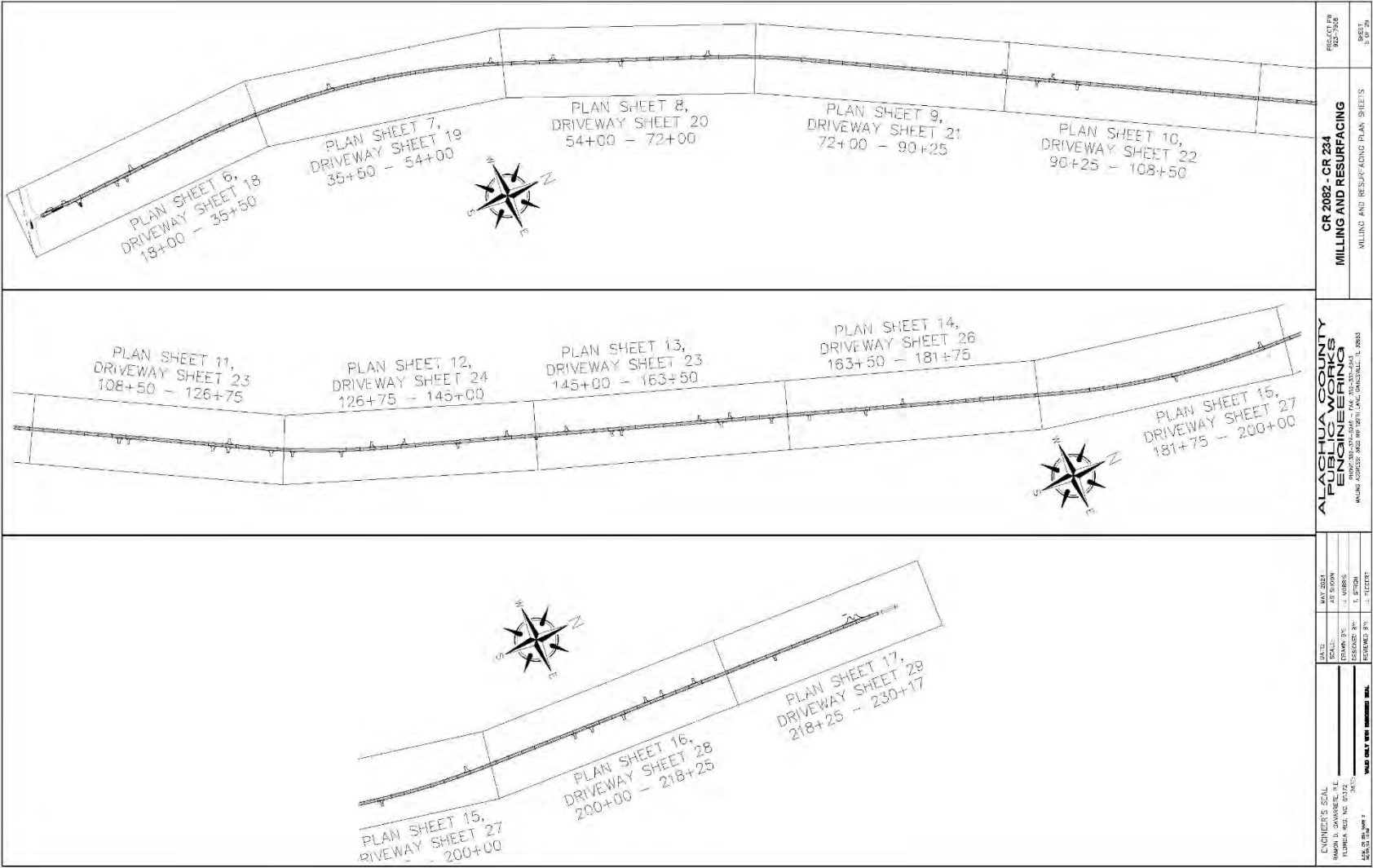
TOP VIEW SINGLE PIPE FOOT CONCRETE SLAB SPECIFICATIONS



SIDE VIEW SINGLE PIPE FDOT CONCRETE SLAB SPECIFICATIONS

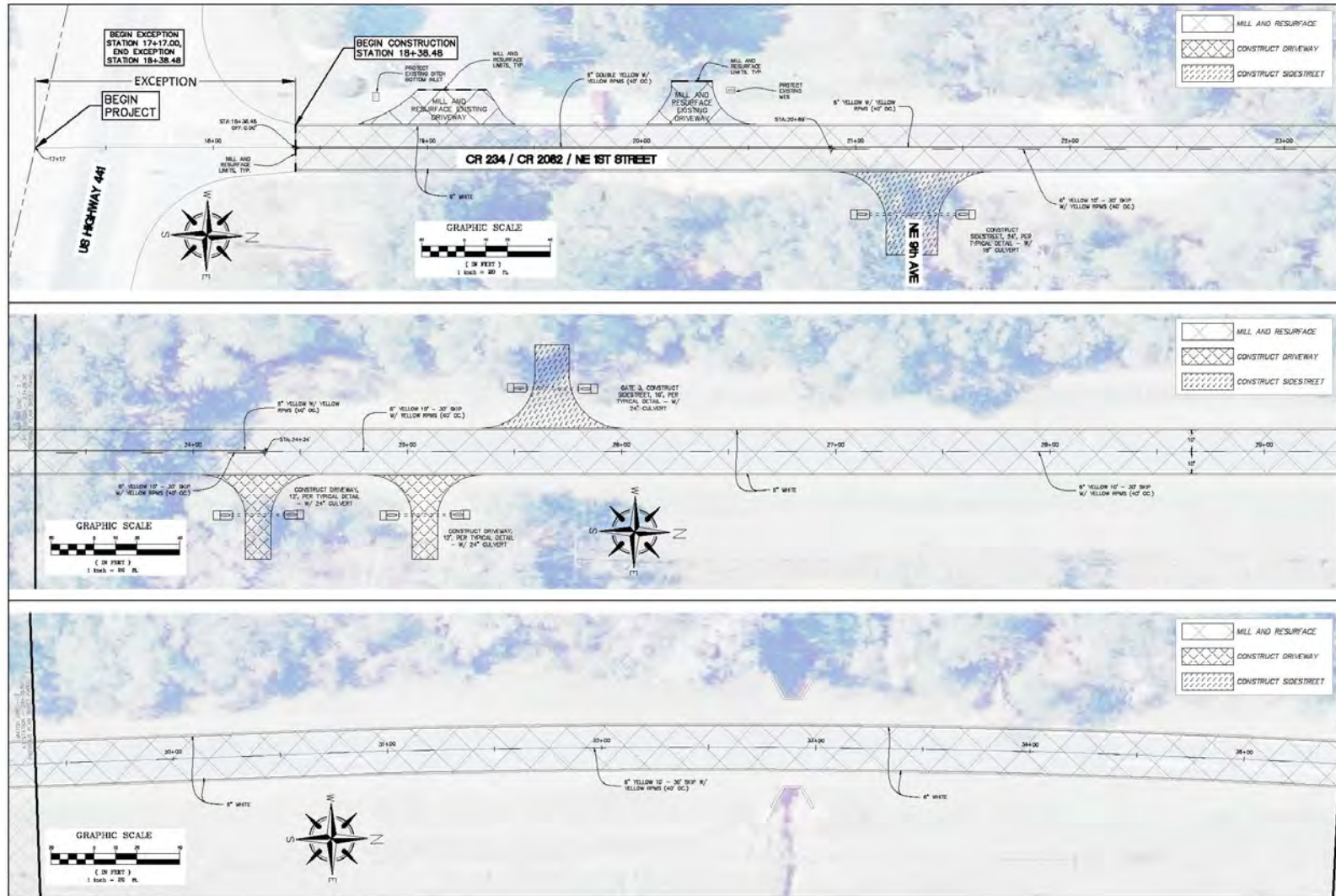
**NOTES:**

- 1) INSTALL GRATES ON ALL ROUND PIPES 30" OR GREATER PER FDOT STANDARD PLANS 430-022.
- 2) CLASS NS CONCRETE SLABS ARE REQUIRED FOR ALL SIZES OF SIDE DRAIN PIPES.
- 3) THE CHANNEL AT THE BOTTOM OF THE TAPER MUST BE SHAPED TO PREVENT TIE LIFT BY THE INLET WATER FLOW



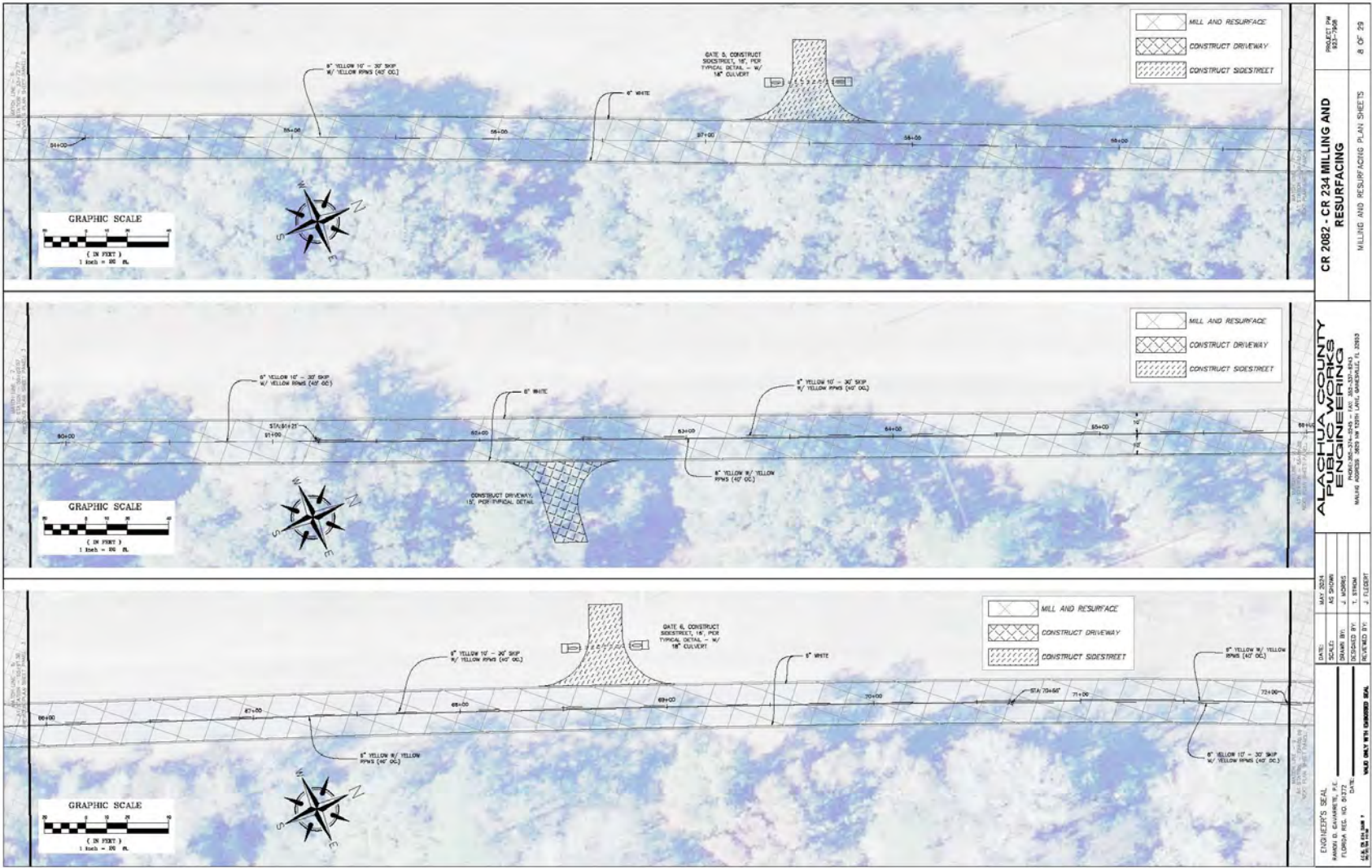
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|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--|--|-------------------------------------|
| <div>ENGINEER'S SEAL</div> <div>NATHAN D. JAWORSKI, P.E.</div> <div>FLORIDA REG. NO. 01272</div> <div>DATE: 05/11/2021</div> | ALACHUA COUNTY<br>PUBLIC WORKS<br>ENGINEERING                                                                                               |  |  | CR 2082 - CR 234                    |
|                                                                                                                              | PROJECT NO. CR 2082 - CR 234<br>SHEET NO. 1 OF 20                                                                                           |  |  | MILLING AND RESURFACING             |
|                                                                                                                              | MAJOR PROJECT AND BY THE LOCAL AGENCY: L. JAWORSKI                                                                                          |  |  | MILLING AND RESURFACING PLAN SHEETS |
|                                                                                                                              | DATE: MAY 2021<br>SCALE: AS SHOWN<br>DRAWN BY: J. JAWORSKI<br>CHECKED BY: J. JAWORSKI<br>DESIGNED BY: J. JAWORSKI<br>POSTED BY: J. JAWORSKI |  |  | SHEET<br>1<br>OF 20                 |
| MADE ONLY FOR REVISIONS                                                                                                      |                                                                                                                                             |  |  |                                     |

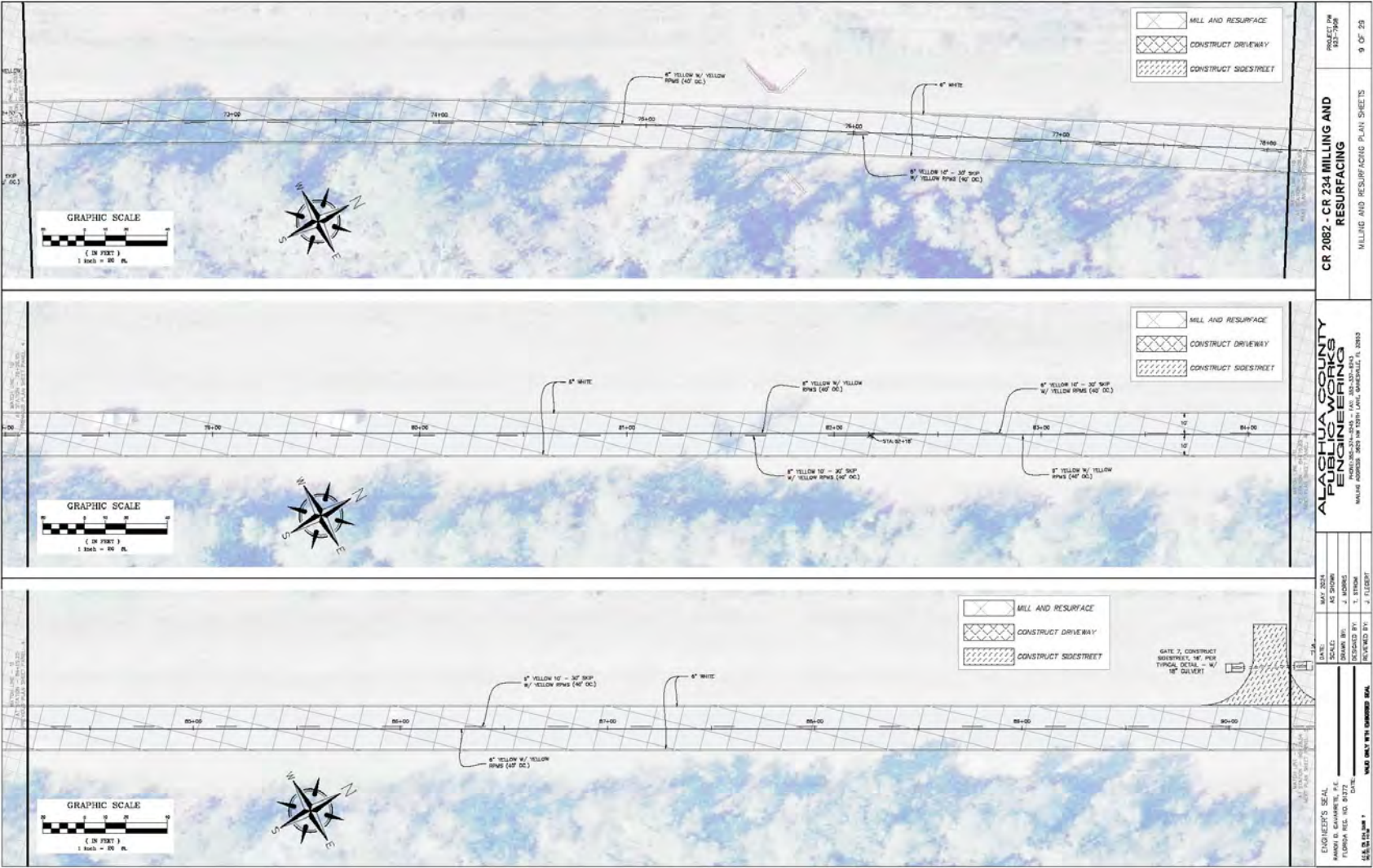




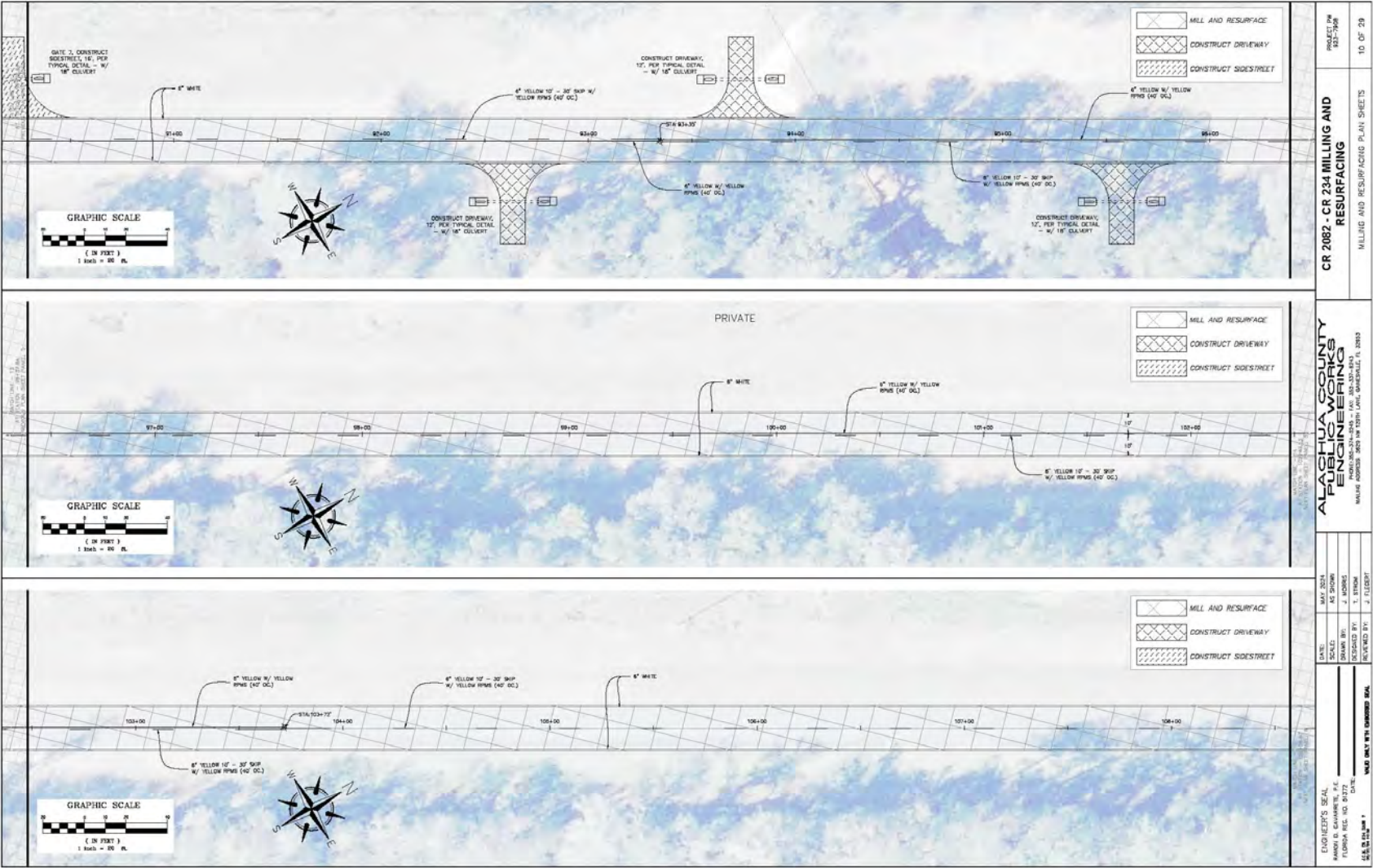






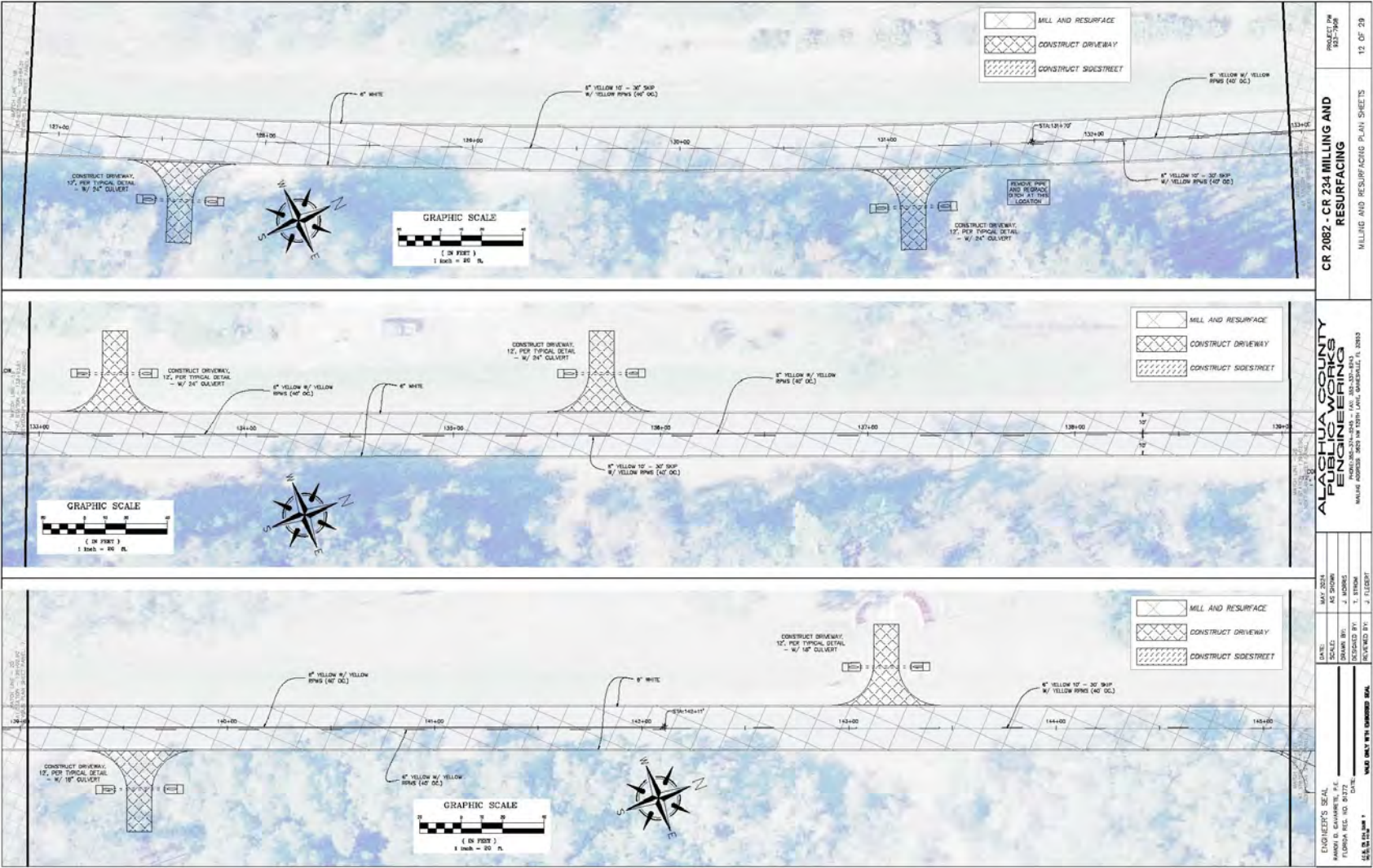








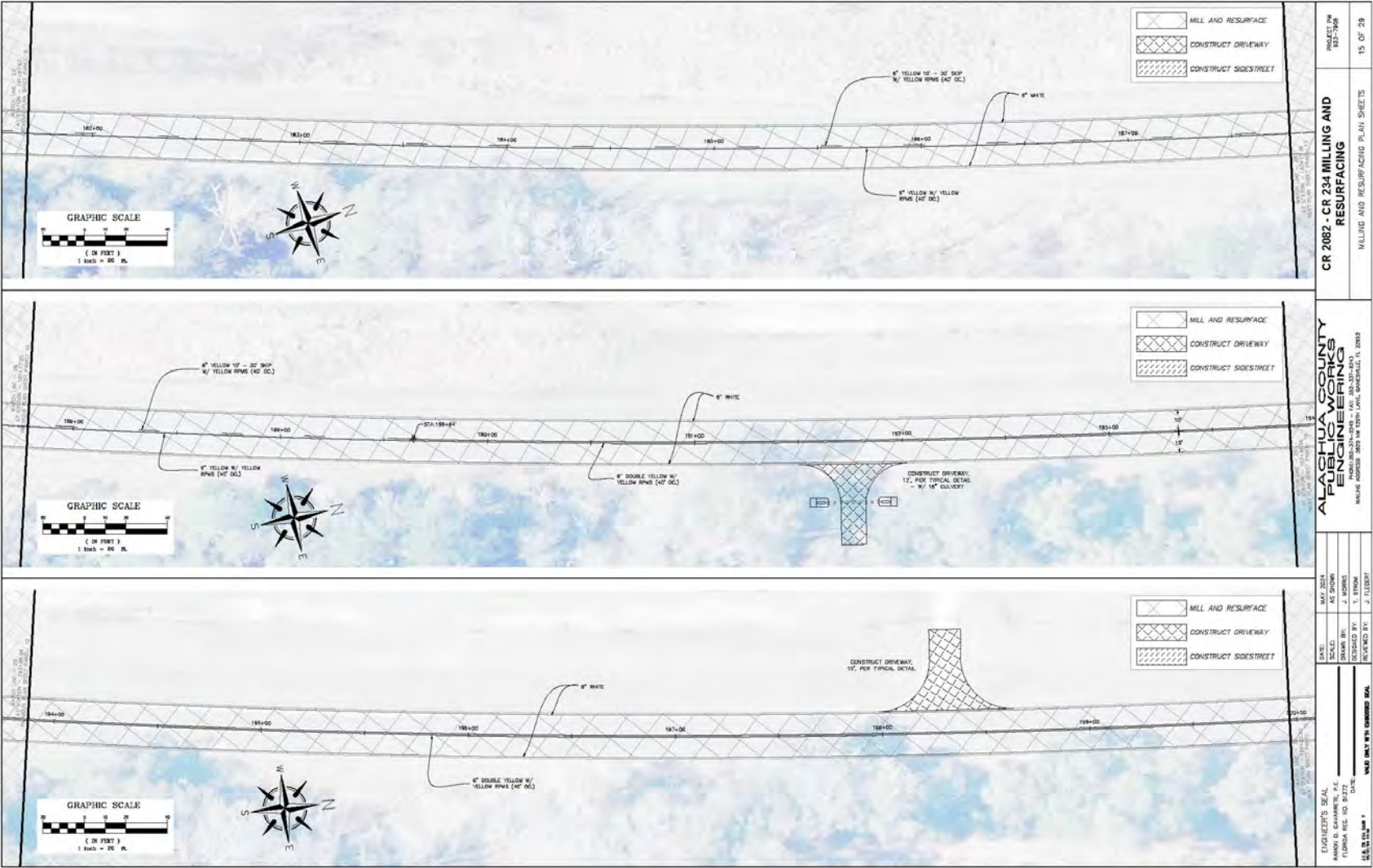




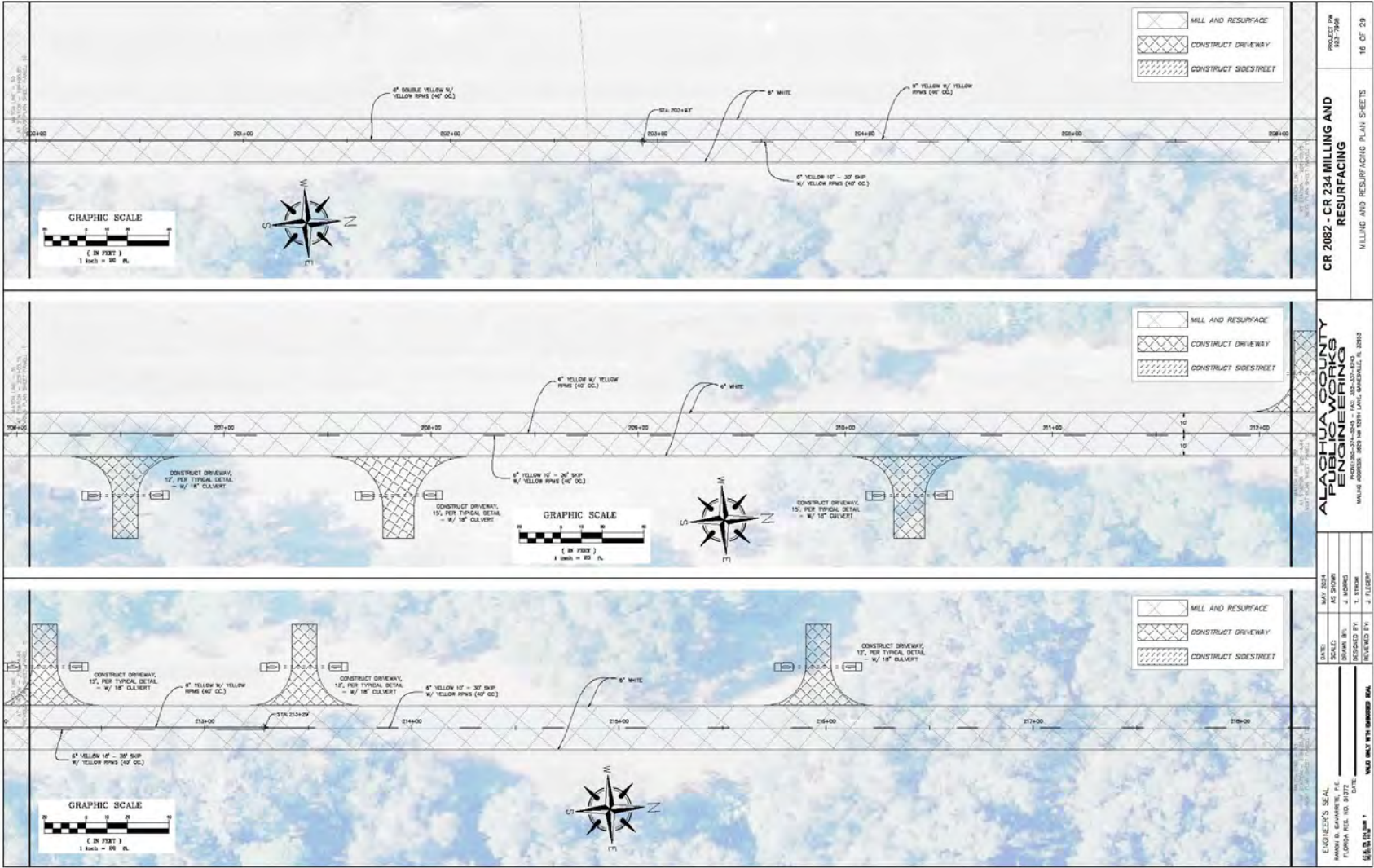


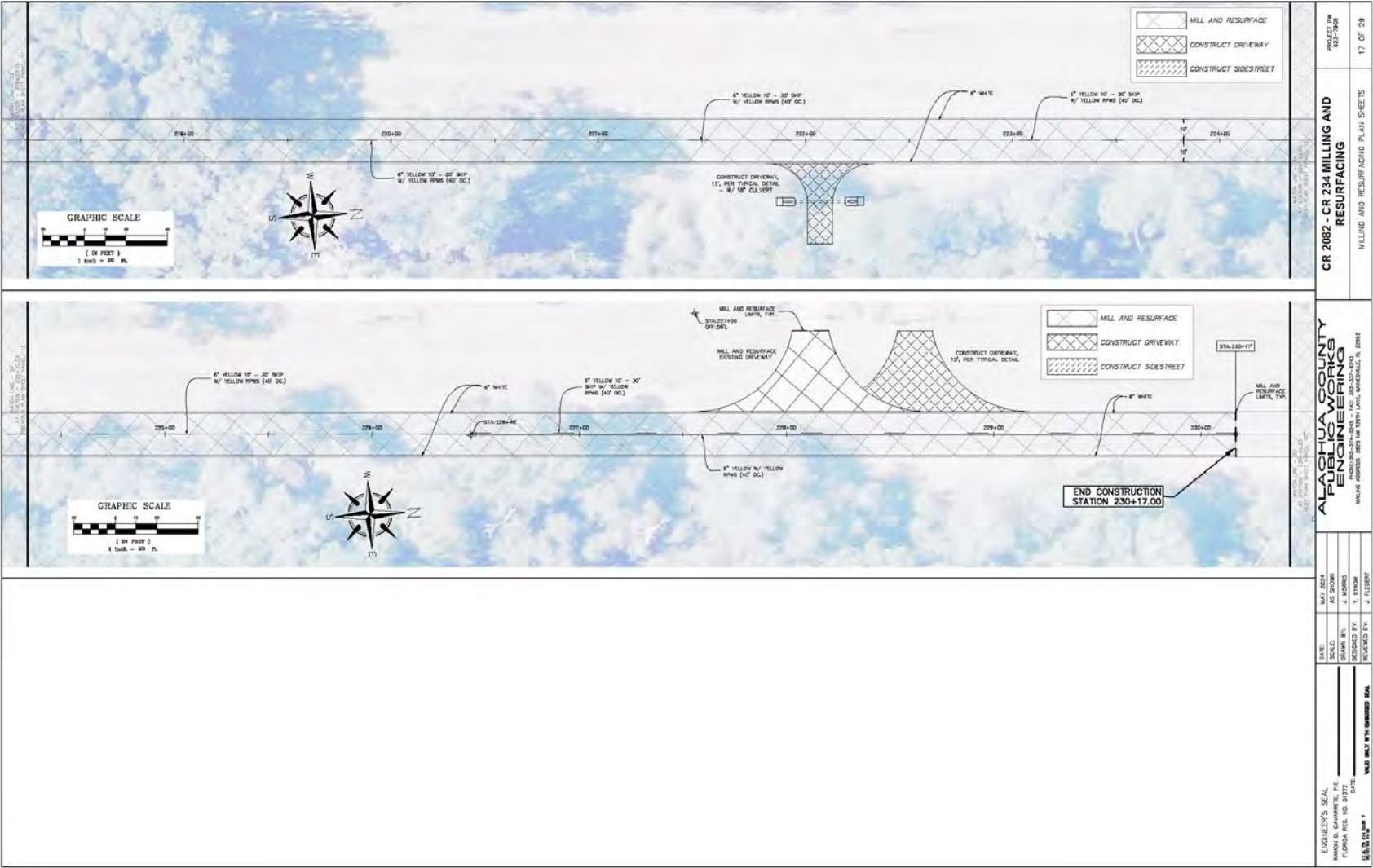










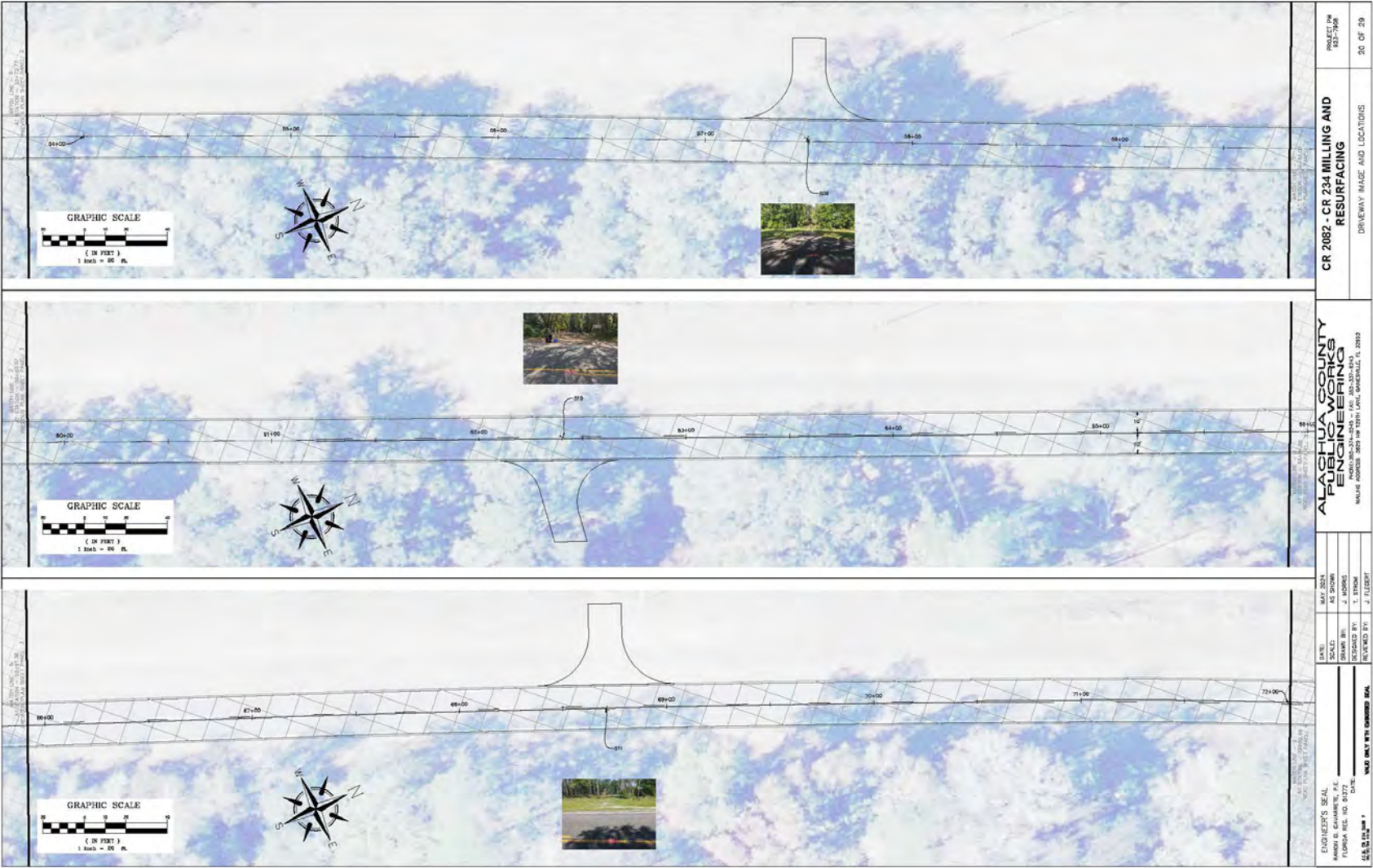


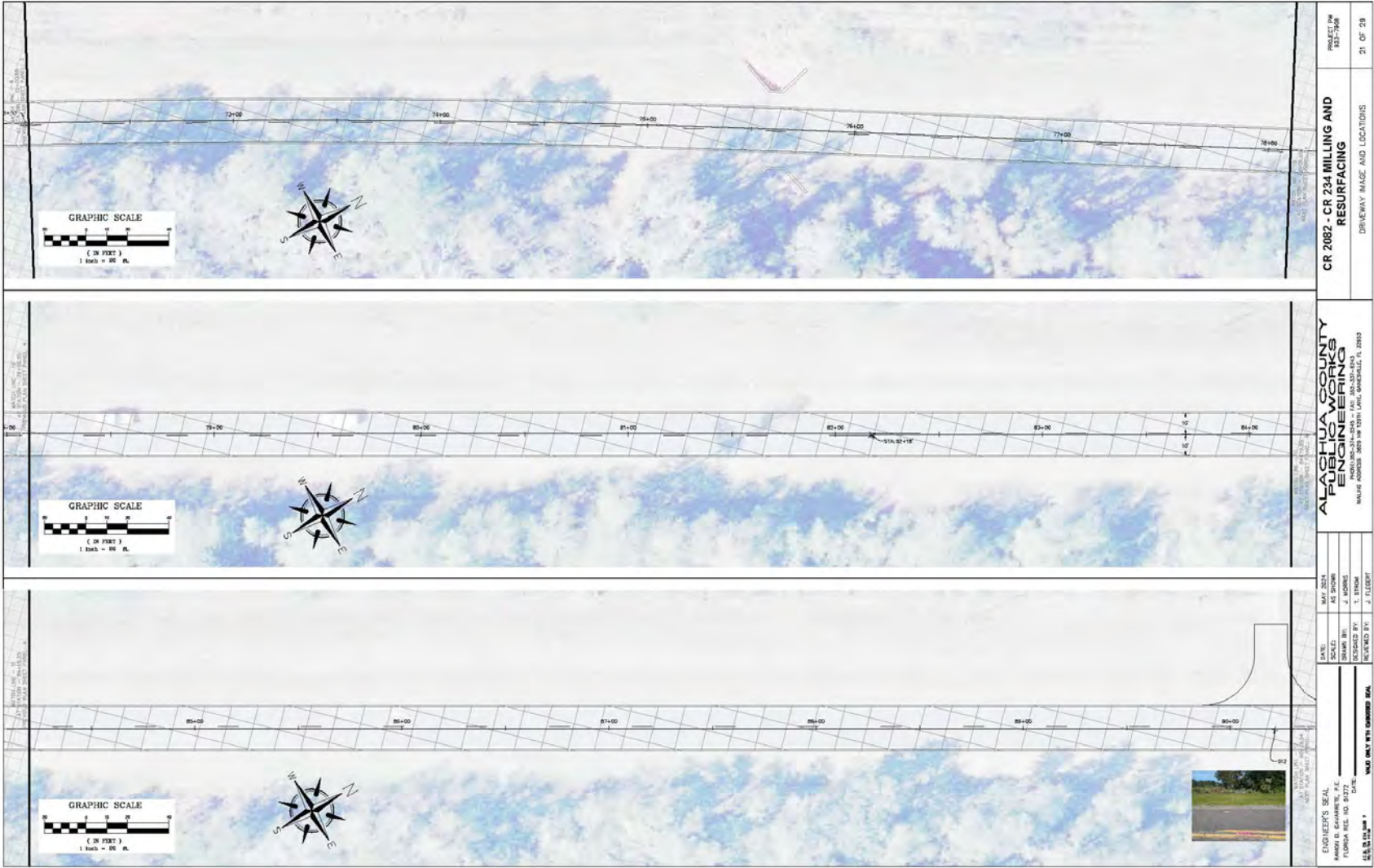










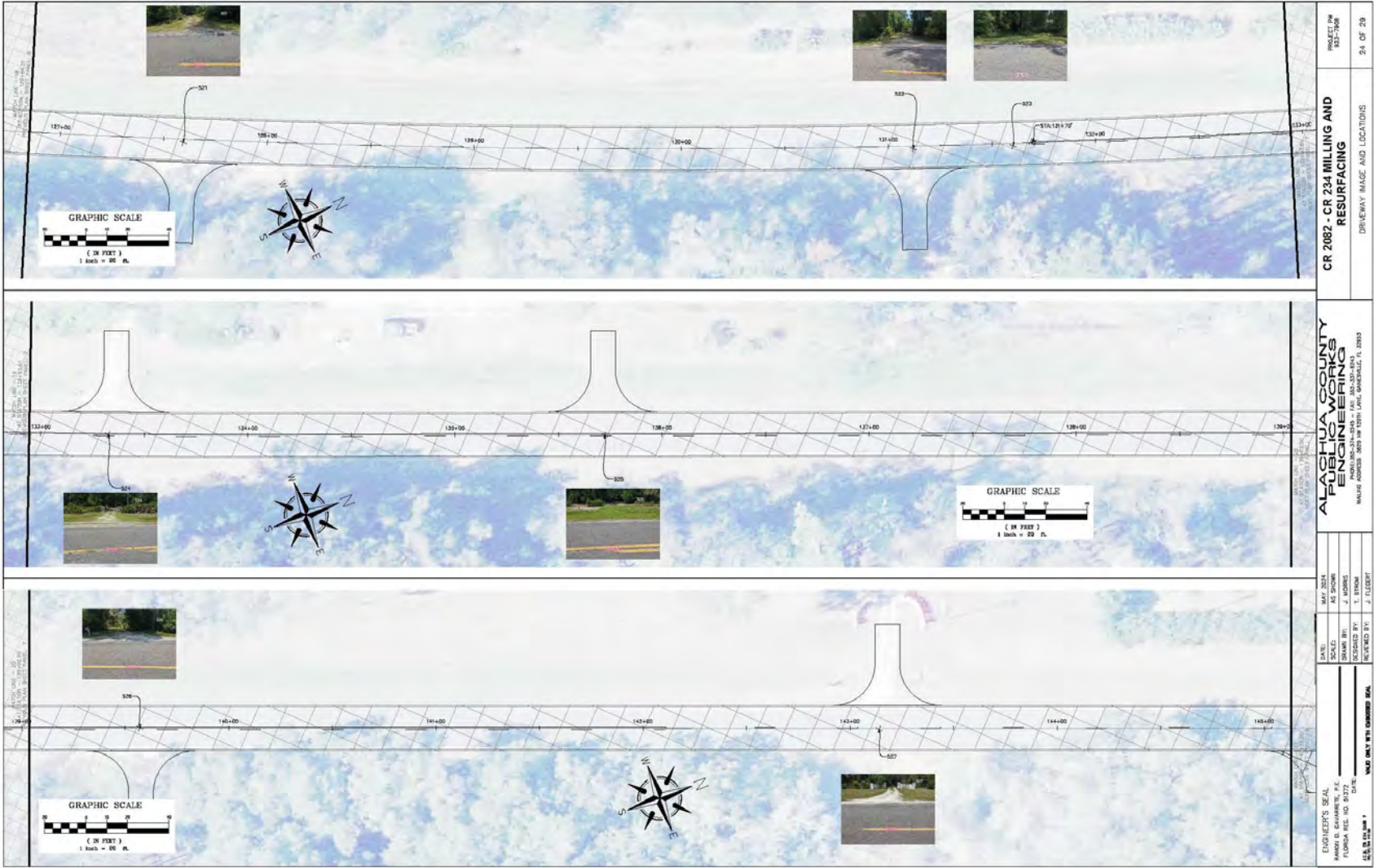


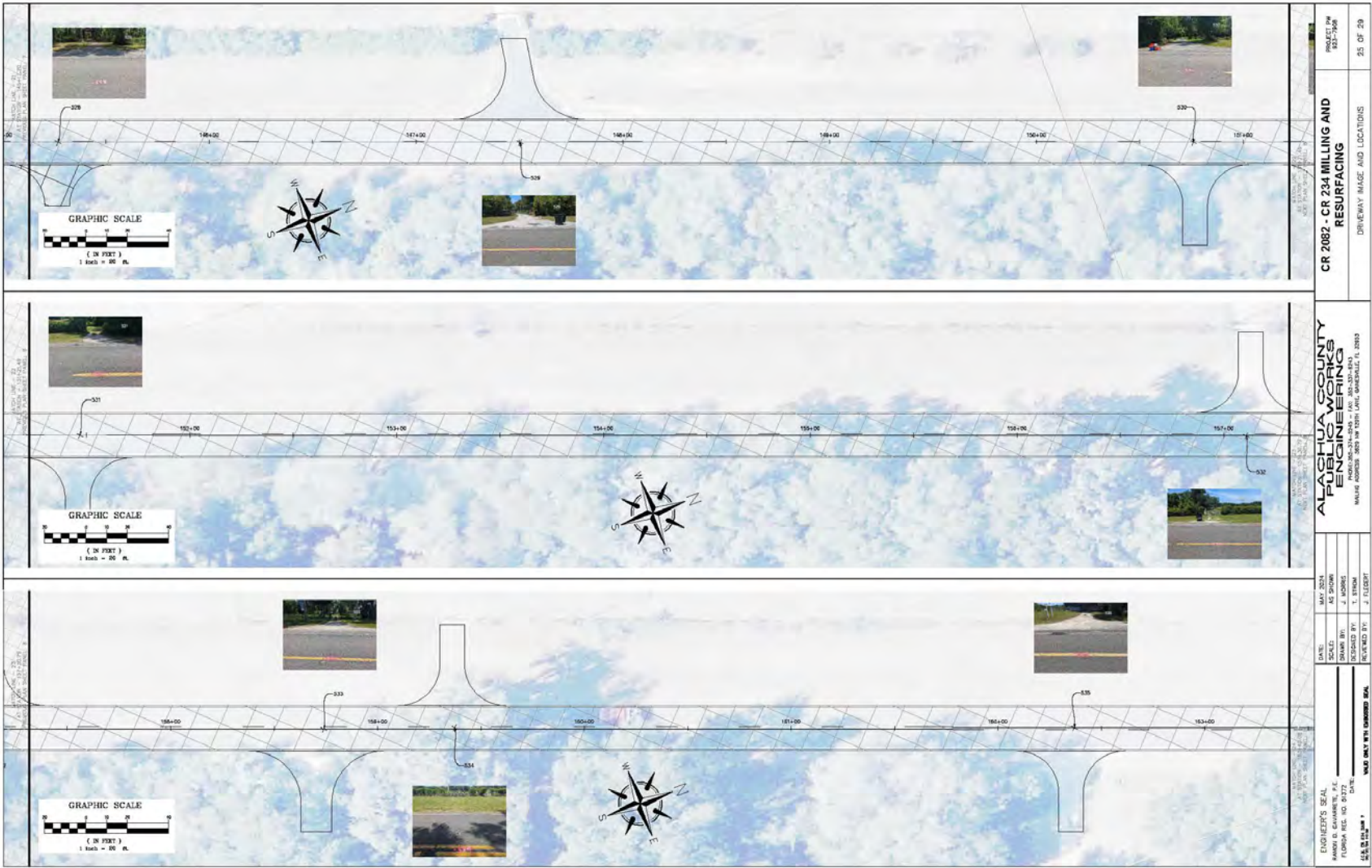
























## Certificate Of Completion

Envelope Id: 6A16A128-FE6A-43A6-8A6B-500E1C54BF53  
 Subject: Complete with Docusign: #14345 - CR 234 Major Rehab Agreement  
 Source Envelope:  
 Document Pages: 103  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
 Michelle Guidry  
 mguidry@alachuacounty.us  
 IP Address: 163.120.80.11


## Record Tracking

|                                          |                                                     |                    |
|------------------------------------------|-----------------------------------------------------|--------------------|
| Status: Original<br>2/20/2025 9:32:09 AM | Holder: Michelle Guidry<br>mguidry@alachuacounty.us | Location: DocuSign |
| Security Appliance Status: Connected     | Pool: StateLocal                                    |                    |
| Storage Appliance Status: Connected      | Pool: Alachua County                                | Location: Docusign |

## Signer Events

E. Tony Williams, Jr.  
 tony.williams@andersoncolumbia.com  
 Vice President  
 Anderson Columbia Co., Inc.  
 Security Level: Email, Account Authentication  
 (None)

## Signature

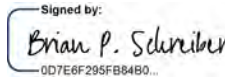
Signed by:  
  
 81C801265509438...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 159.112.197.220

## Timestamp

Sent: 2/20/2025 9:48:13 AM  
 Viewed: 2/20/2025 11:03:12 AM  
 Signed: 2/20/2025 1:01:28 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/20/2025 11:03:12 AM  
 ID: 5a360398-13d9-4bf7-a36b-91103b8dc567

Brian P. Schreiber  
 Brian.Schreiber@andersoncolumbia.com  
 Vice President  
 Anderson Columbia Co., Inc.  
 Security Level: Email, Account Authentication  
 (None)

Signed by:  
  
 0D7E6F295FB84B0...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 159.112.197.220

Sent: 2/20/2025 1:01:31 PM  
 Viewed: 2/20/2025 1:13:08 PM  
 Signed: 2/20/2025 1:15:33 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/20/2025 1:13:08 PM  
 ID: fb0d3045-6fd7-4ca1-8cfe-b0a874503040

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Amanda Adams  
 amanda.adams@andersoncolumbia.com  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 2/20/2025 1:15:36 PM  
 Viewed: 2/20/2025 1:16:50 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

| Carbon Copy Events                                                                                                                                                                                                                                              | Status           | Timestamp                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------|
| Barbara Fair<br>bafair@alachuacounty.us<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                                               | COPIED           | Sent: 2/20/2025 1:15:37 PM |
| Carolyn Miller<br>crmiller@alachuacounty.us<br>Procurement Specialist<br>Procurement<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                  | COPIED           | Sent: 2/20/2025 1:15:37 PM |
| Thomas (Jon) Rouse<br>trouse@alachuacounty.us<br>Contracts Supervisor<br>Alachua County Board of County Commissioners<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | COPIED           | Sent: 2/20/2025 1:15:36 PM |
| Witness Events                                                                                                                                                                                                                                                  | Signature        | Timestamp                  |
| Notary Events                                                                                                                                                                                                                                                   | Signature        | Timestamp                  |
| Envelope Summary Events                                                                                                                                                                                                                                         | Status           | Timestamps                 |
| Envelope Sent                                                                                                                                                                                                                                                   | Hashed/Encrypted | 2/20/2025 9:48:13 AM       |
| Certified Delivered                                                                                                                                                                                                                                             | Security Checked | 2/20/2025 1:13:08 PM       |
| Signing Complete                                                                                                                                                                                                                                                | Security Checked | 2/20/2025 1:15:33 PM       |
| Completed                                                                                                                                                                                                                                                       | Security Checked | 2/20/2025 1:15:37 PM       |
| Payment Events                                                                                                                                                                                                                                                  | Status           | Timestamps                 |
| Electronic Record and Signature Disclosure                                                                                                                                                                                                                      |                  |                            |



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

### **To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.



## Agenda Item Summary

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**File #: 25-00198**

**Agenda Date: 3/25/2025**

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**Agenda Item Name:**

**Award to Ad-Wear & Specialty of Texas, Inc. for Bid 25-202-MM Annual Purchase of Uniform T-Shirts for Alachua County Fire Rescue.**

**Presenter:**

Harold Theus, Fire Rescue Chief, 352-384-3101  
Theodore White, Procurement Manager, 352.374.5202

**Description:**

Award to Ad-Wear & Specialty of Texas, Inc. for Bid 25-202-MM Annual Purchase of Uniform T-Shirts for Alachua County Fire Rescue.

**Recommended Action:**

Approve the Award of Bid 25-202-MM Annual Purchase of Uniform T-Shirts for Alachua County Fire Rescue to Ad-Wear & Specialty of Texas, Inc.

**Prior Board Motions:**

N/A

**Fiscal Note:**

Fire Rescue has \$34,000.00 in available budget for uniform t-shirts (011.54.5480.522.52.70 Uniforms \$17,000.00 and 091.54.5450.526.52.70 Uniforms \$17,000.00).

**Strategic Guide:**

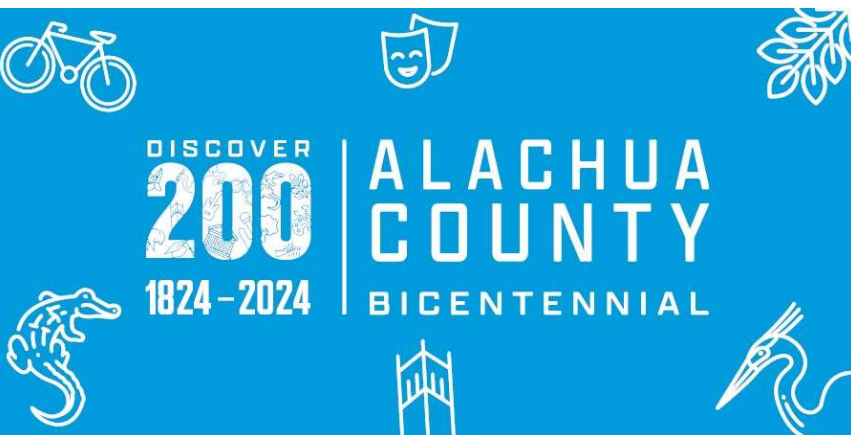
All Other Mandatory and Discretionary Services

**Background:**

Bid 25-202-MM Annual Purchase of T-Shirts for Alachua County Fire Rescue was released December 11, 2024. The deadline for receipt of Bid 25-202-MM Annual Purchase of T-Shirts for Alachua County Fire Rescue was January 29, 2025; sixteen (16) vendors responded.

The project details can be found here:

<https://procurement.opengov.com/portal/alachuacounty/projects/134165>



# Alachua County Budget and Fiscal Services Procurement

Theodore "TJ" White, Jr. CPPB  
Procurement Manager

Thomas J. Rouse  
Contracts Supervisor

February 20, 2025

## **MEMORANDUM**

**To:** Theodore "TJ" White, Jr. CPPB, Procurement Manager

**From:** Mandy Mullins, Procurement Agent I

**Subject:** **INTENT TO AWARD**  
**ITB 25-202 Annual Purchase of T-Shirts for Alachua County Fire Rescue**

Solicitation Deadline: 2:00 PM, January 29, 2025  
Solicitation Notifications View Count: 1508 Vendors  
Solicitations Downloads: 102 Vendors  
Solicitations Submissions: 16 Vendors

### **Vendors:**

Ad-Wear & Specialty of Texas, Inc.  
Houston, TX 77063

Uniforms of Orlando, LLC  
dba All Uniform Wear  
Miami, FL 33173

B&G Auto Parts Warehouse, Inc.  
Miami, FL 33135

Bordova Outfitters, LLC  
Linden, NJ 07036

Dependable Sourcing Partners  
Pittsburgh, PA 15203

Enthusiast Media Group  
Portland, OR 97225

Fresh Prints Miami, LLC  
Lake City, FL 32024

Global Trading, Inc.  
Miami, FL 33122

Graphix Unlimited, Inc.  
Bremen, IN 46506

Homer Cole, II dba H&K Print  
Memphis, TN 38111

Kocreators  
Peoria, AZ 85383

PRIDE Enterprises, Inc.  
Brandon, FL 33511

Rad Wear Inc.  
Gainesville, FL 32606


Rotary House Print Works LLC  
Hamburg, PA 19526

Triple M Design Group, LLC  
Bradenton, FL 34207-5865

**RECOMMENDATION:**

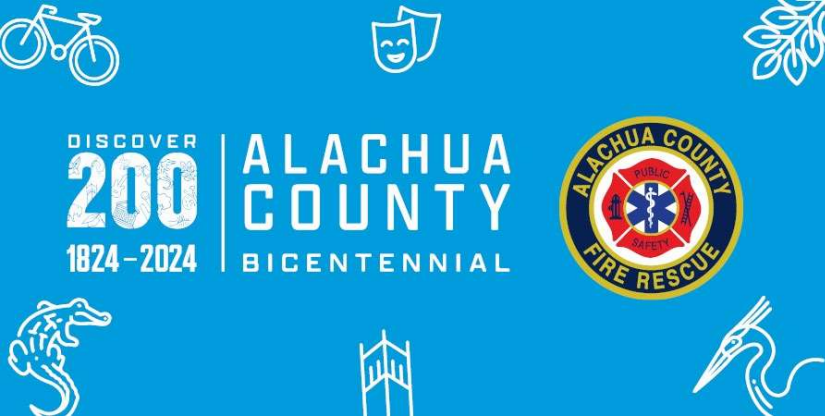
The Board to approve the bid award to Ad-Wear & Specialty of Texas, Inc., as the lowest, most responsive, and responsible Vendor.

The actual bid award is subject to the appropriate signature authority identified in the Procurement Code.

  
TJ White (Feb 20, 2025 13:54 EST)  
Approved  
Theodore "TJ" White, Jr., CPPB  
Procurement Manager

Feb 20, 2025  
Date

TW/mm



# Alachua County Fire Rescue

Harold Theus  
Chief

## MEMORANDUM

Date: February 19, 2025

To: Theodore "TJ" White, Jr. CPPB, Procurement Manager

From: Cheryl Ellis, Assistant Director of Administration and Finance *CLE*

Subject: Recommendation to award ITB 25-202 MM

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Upon review of the bid submittals and the vendor samples, we recommend the bid be awarded to Ad-Wear & Specialty of Texas, Inc. as the lowest and most responsive bidder.

Let me know if you have any questions or need additional information.

Thank you.

CC: Mandy Mullins, Procurement Agent I



**EXECUTIVE SUMMARY**  
**ITB No. ITB 25-202-MM**  
**Annual Purchase of T-Shirts for Alachua County Fire Rescue**

RESPONSE DEADLINE: January 29, 2025 at 2:00 pm

Thursday, February 20, 2025

**SOLICITATION OVERVIEW**

|                            |                                                                                                                                                                                                                                                                                                                                 |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Title</b>       | Annual Purchase of T-Shirts for Alachua County Fire Rescue                                                                                                                                                                                                                                                                      |
| <b>Project ID</b>          | ITB 25-202-MM                                                                                                                                                                                                                                                                                                                   |
| <b>Project Type</b>        | Invitation To Bid                                                                                                                                                                                                                                                                                                               |
| <b>Release Date</b>        | December 11, 2024                                                                                                                                                                                                                                                                                                               |
| <b>Due Date</b>            | January 29, 2025                                                                                                                                                                                                                                                                                                                |
| <b>Procurement Agent</b>   | Mandy Mullins                                                                                                                                                                                                                                                                                                                   |
| <b>Project Description</b> | Alachua County Fire Rescue is seeking bids for Alachua County Fire Rescue logoed and titled t-shirts. All items must be silk screened with the Alachua County Fire Rescue logo, employee classification/title, and Alachua County Fire Rescue graphic on back as specified in the bid. As such, no substitutions are permitted. |

**Introduction**

**Summary**

Alachua County Board of County Commissioners are requesting the submission of Bids for ITB 25-202-MM Annual Purchase of T-Shirts for Alachua County Fire Rescue.

The following apply to this Invitation to Bid (ITB): [Introduction](#), [Instruction to Bidders](#), [Terms and Conditions](#), [Insurance](#), [Scope of Services](#), [Attachments](#), [Sample Agreement](#), [Submittals](#), and [ITB Pricing Form](#). Specifications and supplementary documents are essential parts of the ITB and requirements occurring in one are as binding as though occurring in all.

Services, as defined herein, are to include all labor, materials, supplies and equipment in accordance with the terms, conditions, and specifications set forth within this solicitation.

Bidder must be qualified and fully capable of performing the required Services while adhering to all laws, specifications, procedures, protocols, applicable guidance, and industry best practices.



Alachua County Fire Rescue is seeking bids for Alachua County Fire Rescue logoed and titled t-shirts. All items must be silk screened with the Alachua County Fire Rescue logo, employee classification/title, and Alachua County Fire Rescue graphic on back as specified in the bid. As such, no substitutions are permitted.

Background

**Location:** Alachua County is located in North Central Florida. The County government seat is situated in Gainesville. Gainesville is located 70 miles southwest of Jacksonville, 129 miles southeast of Tallahassee, 140 miles northeast of Tampa - St. Petersburg and 109 miles northwest of Orlando. Alachua County has a population of over 250,000 and a regional airport. The County itself consists of a total area of 969 square miles.

**Form of Government:** Alachua County is governed by a Board of five (5) elected County Commissioners and operates under the established County Manager Charter form of government. In addition to the five County Commissioners, there are five elected Constitutional Officers: Supervisor of Elections, Sheriff, Clerk of the Court, Tax Collector, and the Property Appraiser. The Alachua County Attorney also reports to the Board.

Contact Information

**Mandy Mullins**  
Procurement Agent I  
Email: [mmmullins@alachuacounty.us](mailto:mmmullins@alachuacounty.us)  
Phone: [\(352\) 384-3090](tel:3523843090)  
**Department:**  
Fire Rescue

Timeline

|                                  |                           |
|----------------------------------|---------------------------|
| Solicitation Release Date        | December 11, 2024         |
| Question Submission Deadline     | January 12, 2025, 12:00am |
| Solicitation Submission Deadline | January 29, 2025, 2:00pm  |

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Solicitation Opening – Teams Meeting</b></p> | <p>January 29, 2025, 2:00pm</p> <p>The scheduled solicitation opening will occur via Teams Meeting; the information to join is provided below. Attendance (live viewing) of the bid opening is not required.</p> <p>Join Microsoft Teams meeting<br/> Join on your computer, mobile app or room device:</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTQyYzk5YzMtZDc4ZS00N2lxLTljMWUtMjAwNTQwN2NjNTNi%40thread.v2/0?context=%7b%22id%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22oid%22%3a%22c82ab8e7-6ee1-4cd5-9191-4aa322a1828f%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTQyYzk5YzMtZDc4ZS00N2lxLTljMWUtMjAwNTQwN2NjNTNi%40thread.v2/0?context=%7b%22id%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22oid%22%3a%22c82ab8e7-6ee1-4cd5-9191-4aa322a1828f%22%7d</a></p> <p>Meeting ID: 259 625 692 241<br/> Passcode: yX9G3Q<br/> Or call in (audio only)<br/> +1 469-998-7938,,366862554# United States, Dallas<br/> Phone Conference ID: 366 862 554#</p> <p>If you have a disability and need an accommodation in order to participate, please contact the Alachua County ADA Coordinator at <a href="mailto:ADA@alachuacounty.us">ADA@alachuacounty.us</a> or Equal Opportunity Office at 352-374-5275 at least 7 business days prior to the event. If you are unable to notify the Office prior to the event, please inform an Alachua County employee that you need assistance. TDD/TTY users, please call 711 (Florida Relay Service)</p> |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## SOLICITATION STATUS HISTORY

| Date                 | Changed To | Changed By    |
|----------------------|------------|---------------|
| Dec 4, 2024 11:52 AM | Draft      | Mandy Mullins |
| Dec 4, 2024 12:01 PM | Review     | Mandy Mullins |

| Date                  | Changed To   | Changed By    |
|-----------------------|--------------|---------------|
| Dec 10, 2024 4:01 PM  | Final        | Mandy Mullins |
| Dec 10, 2024 4:01 PM  | Post Pending | Mandy Mullins |
| Dec 11, 2024 7:00 AM  | Open         | OpenGov Bot   |
| Jan 29, 2025 2:00 PM  | Pending      | OpenGov Bot   |
| Jan 31, 2025 12:26 PM | Evaluation   | Mandy Mullins |

## PROPOSALS RECEIVED

| Status    | Vendor                             | Contact Info                                                     | Submission Date       |
|-----------|------------------------------------|------------------------------------------------------------------|-----------------------|
| Submitted | Ad-Wear & Specialty of Texas, Inc. | David Tanenbaum<br>david@adweartex.com<br>(713) 953-9881         | Jan 28, 2025 4:50 PM  |
| Submitted | All Uniform Wear                   | Gabriel Calvo<br>gabriel@alluniformwear.com                      | Jan 24, 2025 9:52 AM  |
| Submitted | B&G Auto Parts Warehouse, Inc.     | Danny Gomez<br>bgautoparts@aol.com                               | Jan 29, 2025 1:49 PM  |
| Submitted | Bordova Outfitters                 | Chaim Friedman<br>chaim.f@bordovabrand.com                       | Dec 19, 2024 2:25 PM  |
| Submitted | Dependable Sourcing Partners       | Gary Truehart<br>gary@dependablesourcing.com<br>(609) 513-3452   | Jan 29, 2025 11:33 AM |
| Submitted | Enthusiast Media Group             | Sandi Green<br>sgreen@enthusiastmediagroup.com<br>(971) 258-7025 | Jan 27, 2025 12:00 PM |
| No Bid    | Express Prints                     | Vanja Karabasic<br>expressprintsfl@gmail.com                     | Dec 12, 2024 9:55 AM  |
| Submitted | Fresh Prints Miami, LLC            | Jarrod Urrely<br>jarrod@freshprintsmiami.com<br>(305) 903-1939   | Jan 29, 2025 12:16 PM |
| Submitted | Global Trading, INC                | Viraj Wikramanayake<br>accounting@gtim.com<br>(305) 471-4455     | Jan 29, 2025 12:19 PM |
| Submitted | Graphix Unlimited, Inc.            | Amy Smith<br>apollock@graphixunlimited.com<br>(574) 248-1091     | Jan 23, 2025 4:43 PM  |
| Submitted | Homer Cole, II                     | Homer Cole<br>info@hkprintsco.com<br>(662) 902-5354              | Jan 29, 2025 1:58 PM  |

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

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| Status       | Vendor                       | Contact Info                                                               | Submission Date       |
|--------------|------------------------------|----------------------------------------------------------------------------|-----------------------|
| Submitted    | Kocreators                   | Jordan Bremond<br>jordan@kocreators.com<br>(888) 488-5388                  | Dec 20, 2024 4:40 PM  |
| Submitted    | PRIDE Enterprises            | Jason Brown<br>bids@pride-enterprises.org<br>(813) 890-6557                | Jan 15, 2025 11:21 AM |
| No Bid       | Patterson Veterinary         | Gregory Pounds<br>pvs.orders.gov-<br>institute@pattersonvet.com            | Dec 11, 2024 10:24 AM |
| Submitted    | Rad Wear Inc.                | Jennifer Ruland<br>info@radwear.com                                        | Dec 31, 2024 11:57 AM |
| Submitted    | Rotary House Print Works LLC | Marjorie Eisenberg<br>marjorie@rotaryhouseprintworks.com<br>(610) 698-9200 | Jan 28, 2025 8:40 AM  |
| Submitted    | Triple M Design Group        | Michael Fedd<br>sales@teezbydesign.com<br>(941) 745-2257                   | Dec 16, 2024 1:29 PM  |
| Disqualified | Ampton                       | Mustafa Kilic<br>amptonprint@gmail.com<br>(301) 836-8702                   | Jan 9, 2025 1:13 AM   |

## VENDOR QUESTIONNAIRE PASS/FAIL

| Question Title                                                                                | Ad-Wear & Specialty of Texas, Inc. | All Uniform Wear | B&G Auto Parts Warehouse, Inc. | Bordova Outfitters |
|-----------------------------------------------------------------------------------------------|------------------------------------|------------------|--------------------------------|--------------------|
| Submittal Confirmation                                                                        | Pass                               | Pass             | Pass                           | Pass               |
| Corporate Resolution                                                                          | Pass                               | Pass             | Pass                           | Pass               |
| State Compliance                                                                              | Pass                               | Pass             | Pass                           | Pass               |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request | Pass                               | Pass             | Pass                           | Pass               |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request | No Response                        | No Response      | No Response                    | No Response        |

## EXECUTIVE SUMMARY

ITB No. ITB 25-202-MM

Annual Purchase of T-Shirts for Alachua County Fire Rescue

| Question Title                                                                                                       | Ad-Wear & Specialty of Texas, Inc. | All Uniform Wear | B&G Auto Parts Warehouse, Inc. | Bordova Outfitters |
|----------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------|--------------------------------|--------------------|
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request                        | No Response                        | No Response      | No Response                    | No Response        |
| Option 1: Company is an Alachua County Certified Small Business Enterprise.                                          | Pass                               | Pass             | Pass                           | Pass               |
| SBE Certificate                                                                                                      | No Response                        | No Response      | No Response                    | No Response        |
| Option 2: I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid. | Pass                               | Pass             | Pass                           | Pass               |
| Option 3: SBE Participation.                                                                                         | Pass                               | Pass             | Pass                           | Pass               |
| Option 4: SBE Good Faith Effort.                                                                                     | Pass                               | Pass             | Pass                           | Pass               |
| Alachua County Government Minimum Wage (GMW)                                                                         | Pass                               | Pass             | Pass                           | Pass               |
| DRUG FREE WORKPLACE                                                                                                  | Pass                               | Pass             | Pass                           | Pass               |
| Vendor Eligibility                                                                                                   | Pass                               | Pass             | Pass                           | Pass               |
| List all subcontractor's being utilized on this BID, (NON-SBE) IF no sub contractor are being utilized respond N/A   | Pass                               | Pass             | Pass                           | Pass               |
| Responsible Agent                                                                                                    | Pass                               | Pass             | Pass                           | Pass               |
| Number of years in this type of service?                                                                             | Pass                               | Pass             | Pass                           | Pass               |
| Number of years licensed in Alachua County?                                                                          | Pass                               | Pass             | Pass                           | Pass               |

## EXECUTIVE SUMMARY

ITB No. ITB 25-202-MM

Annual Purchase of T-Shirts for Alachua County Fire Rescue

| Question Title                                                                              | Ad-Wear & Specialty of Texas, Inc. | All Uniform Wear | B&G Auto Parts Warehouse, Inc. | Bordova Outfitters |
|---------------------------------------------------------------------------------------------|------------------------------------|------------------|--------------------------------|--------------------|
| How many employees "ON THE JOB" each week?                                                  | Pass                               | Pass             | Pass                           | Pass               |
| Number of employees "ON CALL" each week?                                                    | Pass                               | Pass             | Pass                           | Pass               |
| Major Equipment                                                                             | Pass                               | Pass             | Pass                           | Pass               |
| Do you currently hold any municipality contracts?                                           | Pass                               | Pass             | Pass                           | Pass               |
| If you indicated yes to holding municipality contracts please list them below:              | Pass                               | Pass             | Pass                           | Pass               |
| References                                                                                  | Pass                               | Pass             | Pass                           | Pass               |
| Are your employees screened by:                                                             | Pass                               | Pass             | Pass                           | Pass               |
| Cancelled or Termination                                                                    | Pass                               | Pass             | Pass                           | Pass               |
| Cancellation and Termination                                                                | No Response                        | No Response      | Pass                           | Pass               |
| What constitutes your normal business days and working hours?                               | Pass                               | Pass             | Pass                           | Pass               |
| Describe below, the Bidder's operational plan for providing the Services to Alachua County. | Pass                               | Pass             | Pass                           | Pass               |
| Is a Minimum Quantity required Per Order                                                    | Pass                               | Pass             | Pass                           | Pass               |
| Minimum Quantity Required                                                                   | No Response                        | No Response      | Pass                           | No Response        |
| Conflict of Interest                                                                        | Pass                               | Pass             | Pass                           | Pass               |
| Acknowledgement of Requirements                                                             |                                    | Pass             |                                | Pass               |

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

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| Question Title                                                                                                       | Dependable Sourcing Partners | Enthusiast Media Group | Fresh Prints Miami, LLC | Global Trading, INC |
|----------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------|-------------------------|---------------------|
| Submittal Confirmation                                                                                               | Pass                         | Pass                   | Pass                    | Pass                |
| Corporate Resolution                                                                                                 | Pass                         | Pass                   | Pass                    | Pass                |
| State Compliance                                                                                                     | Pass                         | Pass                   | Pass                    | Pass                |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request                        | Pass                         | Pass                   | Pass                    | Pass                |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request                        | No Response                  | No Response            | No Response             | No Response         |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request                        | No Response                  | No Response            | No Response             | No Response         |
| Option 1: Company is an Alachua County Certified Small Business Enterprise.                                          | Pass                         | Pass                   | Pass                    | Pass                |
| SBE Certificate                                                                                                      | No Response                  | No Response            | No Response             | No Response         |
| Option 2: I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid. | Pass                         | Pass                   | Pass                    | Pass                |
| Option 3: SBE Participation.                                                                                         | Pass                         | Pass                   | Pass                    | Pass                |
| Option 4: SBE Good Faith Effort.                                                                                     | Fail                         | Pass                   | Pass                    | Pass                |
| Alachua County Government Minimum Wage (GMW)                                                                         | Pass                         | Pass                   | Pass                    | Pass                |
| DRUG FREE WORKPLACE                                                                                                  | Pass                         | Pass                   | Pass                    | Pass                |
| Vendor Eligibility                                                                                                   | Pass                         | Pass                   | Pass                    | Pass                |

## EXECUTIVE SUMMARY

ITB No. ITB 25-202-MM

Annual Purchase of T-Shirts for Alachua County Fire Rescue

| Question Title                                                                                                     | Dependable Sourcing Partners | Enthusiast Media Group | Fresh Prints Miami, LLC | Global Trading, INC |
|--------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------|-------------------------|---------------------|
| List all subcontractor's being utilized on this BID, (NON-SBE) IF no sub contractor are being utilized respond N/A | Pass                         | Pass                   | Pass                    | Pass                |
| Responsible Agent                                                                                                  | Fail                         | Pass                   | Pass                    | Pass                |
| Number of years in this type of service?                                                                           | Pass                         | Pass                   | Pass                    | Pass                |
| Number of years licensed in Alachua County?                                                                        | Pass                         | Pass                   | Pass                    | Pass                |
| How many employees "ON THE JOB" each week?                                                                         | Pass                         | Pass                   | Pass                    | Pass                |
| Number of employees "ON CALL" each week?                                                                           | Pass                         | Pass                   | Pass                    | Pass                |
| Major Equipment                                                                                                    | Pass                         | Pass                   | Pass                    | Pass                |
| Do you currently hold any municipality contracts?                                                                  | Pass                         | Pass                   | Pass                    | Pass                |
| If you indicated yes to holding municipality contracts please list them below:                                     | Pass                         | Pass                   | Pass                    | Pass                |
| References                                                                                                         | Pass                         | Pass                   | Pass                    | Pass                |
| Are your employees screened by:                                                                                    | Pass                         | Pass                   | Pass                    | Pass                |
| Cancelled or Termination                                                                                           | Pass                         | Pass                   | Pass                    | Pass                |
| Cancellation and Termination                                                                                       | Pass                         | Pass                   | Pass                    | Pass                |
| What constitutes your normal business days and working hours?                                                      | Pass                         | Pass                   | Pass                    | Pass                |



## EXECUTIVE SUMMARY

ITB No. ITB 25-202-MM

Annual Purchase of T-Shirts for Alachua County Fire Rescue

| Question Title                                                                              | Dependable Sourcing Partners | Enthusiast Media Group | Fresh Prints Miami, LLC | Global Trading, INC |
|---------------------------------------------------------------------------------------------|------------------------------|------------------------|-------------------------|---------------------|
| Describe below, the Bidder's operational plan for providing the Services to Alachua County. | Pass                         | Pass                   | Pass                    | Pass                |
| Is a Minimum Quantity required Per Order                                                    | Pass                         | Pass                   | Pass                    | Pass                |
| Minimum Quantity Required                                                                   | Pass                         | Pass                   | Pass                    | Pass                |
| Conflict of Interest                                                                        | Pass                         | Pass                   | Pass                    | Pass                |
| Acknowledgement of Requirements                                                             | Pass                         | Pass                   | Pass                    | Pass                |

| Question Title                                                                                | Graphix Unlimited, Inc. | Homer Cole, II | Kocreators  | PRIDE Enterprises |
|-----------------------------------------------------------------------------------------------|-------------------------|----------------|-------------|-------------------|
| Submittal Confirmation                                                                        | Pass                    | Pass           | Pass        | Pass              |
| Corporate Resolution                                                                          | Pass                    | Pass           | Pass        | Pass              |
| State Compliance                                                                              | Pass                    | Pass           | Pass        | Pass              |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request | Pass                    | Pass           | Pass        | Pass              |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request | No Response             | No Response    | No Response | No Response       |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request | No Response             | No Response    | No Response | No Response       |
| Option 1: Company is an Alachua County Certified Small Business Enterprise.                   | Pass                    | Pass           | Pass        | Pass              |
| SBE Certificate                                                                               | No Response             | No Response    | No Response | No Response       |

## EXECUTIVE SUMMARY

ITB No. ITB 25-202-MM

Annual Purchase of T-Shirts for Alachua County Fire Rescue

| Question Title                                                                                                       | Graphix Unlimited, Inc. | Homer Cole, II | Kocreators | PRIDE Enterprises |
|----------------------------------------------------------------------------------------------------------------------|-------------------------|----------------|------------|-------------------|
| Option 2: I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid. | Pass                    | Pass           | Pass       | Pass              |
| Option 3: SBE Participation.                                                                                         | Pass                    | Pass           | Pass       | Pass              |
| Option 4: SBE Good Faith Effort.                                                                                     | Pass                    | Pass           | Pass       | Pass              |
| Alachua County Government Minimum Wage (GMW)                                                                         | Pass                    | Pass           | Pass       | Pass              |
| DRUG FREE WORKPLACE                                                                                                  | Pass                    | Pass           | Pass       | Pass              |
| Vendor Eligibility                                                                                                   | Pass                    | Pass           | Pass       | Pass              |
| List all subcontractor's being utilized on this BID, (NON-SBE) IF no sub contractor are being utilized respond N/A   | Pass                    | Pass           | Pass       | Pass              |
| Responsible Agent                                                                                                    | Pass                    | Pass           | Pass       | Pass              |
| Number of years in this type of service?                                                                             | Pass                    | Pass           | Pass       | Pass              |
| Number of years licensed in Alachua County?                                                                          | Pass                    | Pass           | Pass       | Pass              |
| How many employees "ON THE JOB" each week?                                                                           | Pass                    | Pass           | Pass       | Pass              |
| Number of employees "ON CALL" each week?                                                                             | Pass                    | Pass           | Pass       | Pass              |
| Major Equipment                                                                                                      | Pass                    | Pass           | Pass       | Pass              |
| Do you currently hold any municipality contracts?                                                                    | Pass                    | Pass           | Pass       | Pass              |

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

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| Question Title                                                                              | Graphix Unlimited, Inc. | Homer Cole, II | Kocreators  | PRIDE Enterprises |
|---------------------------------------------------------------------------------------------|-------------------------|----------------|-------------|-------------------|
| If you indicated yes to holding municipality contracts please list them below:              | Pass                    | Pass           | Pass        | Pass              |
| References                                                                                  | Pass                    | Pass           | Pass        | Pass              |
| Are your employees screened by:                                                             | Pass                    | Pass           | Pass        | Pass              |
| Cancelled or Termination                                                                    | Pass                    | Pass           | Pass        | Pass              |
| Cancellation and Termination                                                                | Pass                    | Pass           | No Response | Pass              |
| What constitutes your normal business days and working hours?                               | Pass                    | Pass           | Pass        | Pass              |
| Describe below, the Bidder's operational plan for providing the Services to Alachua County. | Pass                    | Pass           | Pass        | Pass              |
| Is a Minimum Quantity required Per Order                                                    | Pass                    | Pass           | Pass        | Pass              |
| Minimum Quantity Required                                                                   | Pass                    | Pass           | No Response | Pass              |
| Conflict of Interest                                                                        | Pass                    | Pass           | Pass        | Pass              |
| Acknowledgement of Requirements                                                             | Pass                    | Pass           | Pass        | Pass              |

| Question Title                                                                                | Rad Wear Inc. | Rotary House Print Works LLC | Triple M Design Group |
|-----------------------------------------------------------------------------------------------|---------------|------------------------------|-----------------------|
| Submittal Confirmation                                                                        | Pass          | Pass                         | Pass                  |
| Corporate Resolution                                                                          | Pass          | Pass                         | Pass                  |
| State Compliance                                                                              | Pass          | Fail                         | Pass                  |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request | Pass          | Pass                         | Pass                  |

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

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| Question Title                                                                                                       | Rad Wear Inc. | Rotary House Print Works LLC | Triple M Design Group |
|----------------------------------------------------------------------------------------------------------------------|---------------|------------------------------|-----------------------|
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request                        | Pass          | No Response                  | No Response           |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request                        | Pass          | No Response                  | No Response           |
| Option 1: Company is an Alachua County Certified Small Business Enterprise.                                          | Pass          | Pass                         | Pass                  |
| SBE Certificate                                                                                                      | Pass          | No Response                  | No Response           |
| Option 2: I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid. | Pass          | Pass                         | Pass                  |
| Option 3: SBE Participation.                                                                                         | Pass          | Pass                         | Pass                  |
| Option 4: SBE Good Faith Effort.                                                                                     | Pass          | Pass                         | Pass                  |
| Alachua County Government Minimum Wage (GMW)                                                                         | Pass          | Pass                         | Fail                  |
| DRUG FREE WORKPLACE                                                                                                  | Pass          | Pass                         | Pass                  |
| Vendor Eligibility                                                                                                   | Pass          | Pass                         | Pass                  |
| List all subcontractor's being utilized on this BID, (NON-SBE) IF no sub contractor are being utilized respond N/A   | Pass          | Pass                         | Pass                  |
| Responsible Agent                                                                                                    | Pass          | Pass                         | Pass                  |
| Number of years in this type of service?                                                                             | Pass          | Pass                         | Pass                  |
| Number of years licensed in Alachua County?                                                                          | Pass          | Pass                         | Pass                  |
| How many employees "ON THE JOB" each week?                                                                           | Pass          | Pass                         | Pass                  |
| Number of employees "ON CALL" each week?                                                                             | Pass          | Pass                         | Pass                  |
| Major Equipment                                                                                                      | Pass          | Pass                         | Pass                  |

| Question Title                                                                              | Rad Wear Inc. | Rotary House Print Works LLC | Triple M Design Group |
|---------------------------------------------------------------------------------------------|---------------|------------------------------|-----------------------|
| Do you currently hold any municipality contracts?                                           | Pass          | Pass                         | Pass                  |
| If you indicated yes to holding municipality contracts please list them below:              | Pass          | Pass                         | Pass                  |
| References                                                                                  | Pass          | Pass                         | Pass                  |
| Are your employees screened by:                                                             | Pass          | Pass                         | Pass                  |
| Cancelled or Termination                                                                    | Pass          | Pass                         | Pass                  |
| Cancellation and Termination                                                                | Pass          | Pass                         | Pass                  |
| What constitutes your normal business days and working hours?                               | Pass          | Pass                         | Pass                  |
| Describe below, the Bidder's operational plan for providing the Services to Alachua County. | Pass          | Pass                         | Pass                  |
| Is a Minimum Quantity required Per Order                                                    | Pass          | Pass                         | Pass                  |
| Minimum Quantity Required                                                                   | Pass          | Pass                         | No Response           |
| Conflict of Interest                                                                        | Pass          | Pass                         | Pass                  |
| Acknowledgement of Requirements                                                             | Pass          | Pass                         | Pass                  |

## PRICING RESPONSES

### PRICE LIST (Table 1 of 5)

| Price List |                    |          |                 | Ad-Wear & Specialty of Texas, Inc. |        | All Uniform Wear |        | B&G Auto Parts Warehouse, Inc. |         |
|------------|--------------------|----------|-----------------|------------------------------------|--------|------------------|--------|--------------------------------|---------|
| Line Item  | Description        | Quantity | Unit of Measure | Unit Cost                          | Total  | Unit Cost        | Total  | Unit Cost                      | Total   |
| 1          | Type 1 Size Small  | 1        | ea              | \$3.00                             | \$3.00 | \$6.99           | \$6.99 | \$15.00                        | \$15.00 |
| 2          | Type 1 Size Medium | 1        | ea              | \$3.00                             | \$3.00 | \$6.99           | \$6.99 | \$15.00                        | \$15.00 |

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

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| Price List |                                                             |          |                 | Ad-Wear & Specialty of Texas, Inc. |        | All Uniform Wear |         | B&G Auto Parts Warehouse, Inc. |         |
|------------|-------------------------------------------------------------|----------|-----------------|------------------------------------|--------|------------------|---------|--------------------------------|---------|
| Line Item  | Description                                                 | Quantity | Unit of Measure | Unit Cost                          | Total  | Unit Cost        | Total   | Unit Cost                      | Total   |
| 3          | Type 1 Size Large                                           | 1        | ea              | \$3.00                             | \$3.00 | \$6.99           | \$6.99  | \$15.00                        | \$15.00 |
| 4          | Type 1 Size Extra Large                                     | 1        | ea              | \$3.00                             | \$3.00 | \$6.99           | \$6.99  | \$15.00                        | \$15.00 |
| 5          | Type 1 Size 2XL                                             | 1        | ea              | \$5.00                             | \$5.00 | \$10.99          | \$10.99 | \$15.00                        | \$15.00 |
| 6          | Type 1 Size 3XL                                             | 1        | ea              | \$6.00                             | \$6.00 | \$12.99          | \$12.99 | \$15.00                        | \$15.00 |
| 7          | Type 1 Size 4XL                                             | 1        | ea              | \$6.00                             | \$6.00 | \$12.99          | \$12.99 | \$15.00                        | \$15.00 |
| 8          | Type 1 Size 5XL                                             | 1        | ea              | \$6.00                             | \$6.00 | \$12.99          | \$12.99 | \$15.00                        | \$15.00 |
| 9          | Type 1 Size Large Tall                                      | 1        | ea              | \$4.50                             | \$4.50 | \$7.84           | \$7.84  | \$15.00                        | \$15.00 |
| 10         | Type 1 Size Extra Large Tall                                | 1        | ea              | \$4.50                             | \$4.50 | \$7.84           | \$7.84  | \$15.00                        | \$15.00 |
| 11         | Type 1 Size 2XL Tall                                        | 1        | ea              | \$6.50                             | \$6.50 | \$12.42          | \$12.42 | \$15.00                        | \$15.00 |
| 12         | Type 1 Set up charge (one time)                             | 1        | ea              | \$0.00                             | \$0.00 | \$0.00           | \$0.00  | \$15.00                        | \$15.00 |
| 13         | Type 1 Screen print charge per specifications 1.d per shirt | 1        | ea              | \$1.93                             | \$1.93 | \$5.00           | \$5.00  | \$15.00                        | \$15.00 |
| 14         | Type 2 Size Small                                           | 1        | ea              | \$3.00                             | \$3.00 | \$6.99           | \$6.99  | \$15.00                        | \$15.00 |
| 15         | Type 2 Size Medium                                          | 1        | ea              | \$3.00                             | \$3.00 | \$6.99           | \$6.99  | \$15.00                        | \$15.00 |
| 16         | Type 2 Size Large                                           | 1        | ea              | \$3.00                             | \$3.00 | \$6.99           | \$6.99  | \$15.00                        | \$15.00 |
| 17         | Type 2 Size Extra Large                                     | 1        | ea              | \$3.00                             | \$3.00 | \$6.99           | \$6.99  | \$15.00                        | \$15.00 |
| 18         | Type 2 Size 2XL                                             | 1        | ea              | \$5.00                             | \$5.00 | \$10.99          | \$10.99 | \$15.00                        | \$15.00 |

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

| Price List |                                                             |          |                 | Ad-Wear & Specialty of Texas, Inc. |          | All Uniform Wear |          | B&G Auto Parts Warehouse, Inc. |          |
|------------|-------------------------------------------------------------|----------|-----------------|------------------------------------|----------|------------------|----------|--------------------------------|----------|
| Line Item  | Description                                                 | Quantity | Unit of Measure | Unit Cost                          | Total    | Unit Cost        | Total    | Unit Cost                      | Total    |
| 19         | Type 2 Size 3XL                                             | 1        | ea              | \$6.00                             | \$6.00   | \$12.99          | \$12.99  | \$15.00                        | \$15.00  |
| 20         | Type 2 Size 4XL                                             | 1        | ea              | \$6.00                             | \$6.00   | \$12.99          | \$12.99  | \$15.00                        | \$15.00  |
| 21         | Type 2 Size 5XL                                             | 1        | ea              | \$6.00                             | \$6.00   | \$12.99          | \$12.99  | \$15.00                        | \$15.00  |
| 22         | Type 2 Size Large Tall                                      | 1        | ea              | \$4.50                             | \$4.50   | \$7.84           | \$7.84   | \$15.00                        | \$15.00  |
| 23         | Type 2 Size Extra Large Tall                                | 1        | ea              | \$4.50                             | \$4.50   | \$7.84           | \$7.84   | \$15.00                        | \$15.00  |
| 24         | Type 2 Size 2XL Tall                                        | 1        | ea              | \$6.50                             | \$6.50   | \$12.42          | \$12.42  | \$15.00                        | \$15.00  |
| 25         | Type 2 Set up charge (one time)                             | 1        | ea              | -\$1.00                            | -\$1.00  | \$0.00           | \$0.00   | \$30.00                        | \$30.00  |
| 26         | Type 2 Screen print charge per specifications 2.d per shirt | 1        | ea              | \$1.89                             | \$1.89   | \$5.00           | \$5.00   | \$15.00                        | \$15.00  |
| 27         | Other - please specify                                      | 1        | ea              | \$0.00                             | \$0.00   | \$0.00           | \$0.00   | \$21.00                        | \$21.00  |
| 28         | Other - please specify                                      | 1        | ea              | \$0.00                             | \$0.00   | \$0.00           | \$0.00   | \$21.00                        | \$21.00  |
| Total      |                                                             |          |                 |                                    | \$103.82 |                  | \$222.04 |                                | \$447.00 |

**PRICE LIST** (Table 2 of 5)

| Price List |                    |          |                 | Bordova Outfitters |        | Dependable Sourcing Partners |        | Enthusiast Media Group |        |
|------------|--------------------|----------|-----------------|--------------------|--------|------------------------------|--------|------------------------|--------|
| Line Item  | Description        | Quantity | Unit of Measure | Unit Cost          | Total  | Unit Cost                    | Total  | Unit Cost              | Total  |
| 1          | Type 1 Size Small  | 1        | ea              | \$4.98             | \$4.98 | \$8.50                       | \$8.50 | \$3.75                 | \$3.75 |
| 2          | Type 1 Size Medium | 1        | ea              | \$4.98             | \$4.98 | \$8.50                       | \$8.50 | \$3.75                 | \$3.75 |
| 3          | Type 1 Size Large  | 1        | ea              | \$4.98             | \$4.98 | \$8.50                       | \$8.50 | \$3.75                 | \$3.75 |

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

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| Price List |                                                             |          |                 | Bordova Outfitters |         | Dependable Sourcing Partners |         | Enthusiast Media Group |          |
|------------|-------------------------------------------------------------|----------|-----------------|--------------------|---------|------------------------------|---------|------------------------|----------|
| Line Item  | Description                                                 | Quantity | Unit of Measure | Unit Cost          | Total   | Unit Cost                    | Total   | Unit Cost              | Total    |
| 4          | Type 1 Size Extra Large                                     | 1        | ea              | \$4.98             | \$4.98  | \$8.50                       | \$8.50  | \$3.75                 | \$3.75   |
| 5          | Type 1 Size 2XL                                             | 1        | ea              | \$7.50             | \$7.50  | \$10.00                      | \$10.00 | \$6.00                 | \$6.00   |
| 6          | Type 1 Size 3XL                                             | 1        | ea              | \$9.47             | \$9.47  | \$11.00                      | \$11.00 | \$6.00                 | \$6.00   |
| 7          | Type 1 Size 4XL                                             | 1        | ea              | \$9.47             | \$9.47  | \$11.00                      | \$11.00 | \$6.00                 | \$6.00   |
| 8          | Type 1 Size 5XL                                             | 1        | ea              | \$9.47             | \$9.47  | \$11.00                      | \$11.00 | \$6.00                 | \$6.00   |
| 9          | Type 1 Size Large Tall                                      | 1        | ea              | \$5.99             | \$5.99  | \$13.50                      | \$13.50 | \$4.50                 | \$4.50   |
| 10         | Type 1 Size Extra Large Tall                                | 1        | ea              | \$5.99             | \$5.99  | \$13.50                      | \$13.50 | \$4.50                 | \$4.50   |
| 11         | Type 1 Size 2XL Tall                                        | 1        | ea              | \$9.19             | \$9.19  | \$13.50                      | \$13.50 | \$7.50                 | \$7.50   |
| 12         | Type 1 Set up charge (one time)                             | 1        | ea              | \$45.00            | \$45.00 | \$20.00                      | \$20.00 | \$225.00               | \$225.00 |
| 13         | Type 1 Screen print charge per specifications 1.d per shirt | 1        | ea              | \$3.75             | \$3.75  | \$4.15                       | \$4.15  | \$6.50                 | \$6.50   |
| 14         | Type 2 Size Small                                           | 1        | ea              | \$4.98             | \$4.98  | \$8.50                       | \$8.50  | \$3.75                 | \$3.75   |
| 15         | Type 2 Size Medium                                          | 1        | ea              | \$4.98             | \$4.98  | \$8.50                       | \$8.50  | \$3.75                 | \$3.75   |
| 16         | Type 2 Size Large                                           | 1        | ea              | \$4.98             | \$4.98  | \$8.50                       | \$8.50  | \$3.75                 | \$3.75   |
| 17         | Type 2 Size Extra Large                                     | 1        | ea              | \$4.98             | \$4.98  | \$8.50                       | \$8.50  | \$3.75                 | \$3.75   |
| 18         | Type 2 Size 2XL                                             | 1        | ea              | \$7.50             | \$7.50  | \$10.00                      | \$10.00 | \$6.00                 | \$6.00   |
| 19         | Type 2 Size 3XL                                             | 1        | ea              | \$9.47             | \$9.47  | \$11.00                      | \$11.00 | \$6.00                 | \$6.00   |



EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

| Price List |                                                             |          |                 | Bordova Outfitters |          | Dependable Sourcing Partners |          | Enthusiast Media Group |          |
|------------|-------------------------------------------------------------|----------|-----------------|--------------------|----------|------------------------------|----------|------------------------|----------|
| Line Item  | Description                                                 | Quantity | Unit of Measure | Unit Cost          | Total    | Unit Cost                    | Total    | Unit Cost              | Total    |
| 20         | Type 2 Size 4XL                                             | 1        | ea              | \$9.47             | \$9.47   | \$11.00                      | \$11.00  | \$6.00                 | \$6.00   |
| 21         | Type 2 Size 5XL                                             | 1        | ea              | \$9.47             | \$9.47   | \$11.00                      | \$11.00  | \$6.00                 | \$6.00   |
| 22         | Type 2 Size Large Tall                                      | 1        | ea              | \$5.99             | \$5.99   | \$13.50                      | \$13.50  | \$4.50                 | \$4.50   |
| 23         | Type 2 Size Extra Large Tall                                | 1        | ea              | \$5.99             | \$5.99   | \$13.50                      | \$13.50  | \$4.50                 | \$4.50   |
| 24         | Type 2 Size 2XL Tall                                        | 1        | ea              | \$9.19             | \$9.19   | \$13.50                      | \$13.50  | \$7.50                 | \$7.50   |
| 25         | Type 2 Set up charge (one time)                             | 1        | ea              | \$45.00            | \$45.00  | \$20.00                      | \$20.00  | \$200.00               | \$200.00 |
| 26         | Type 2 Screen print charge per specifications 2.d per shirt | 1        | ea              | \$3.75             | \$3.75   | \$4.15                       | \$4.15   | \$5.50                 | \$5.50   |
| 27         | Other - please specify                                      | 1        | ea              | \$0.00             | \$0.00   | \$0.00                       | \$0.00   | \$130.00               | \$130.00 |
| 28         | Other - please specify                                      | 1        | ea              | \$0.00             | \$0.00   | \$0.00                       | \$0.00   | \$2.00                 | \$2.00   |
| Total      |                                                             |          |                 |                    | \$251.50 |                              | \$283.30 |                        | \$680.00 |

**PRICE LIST** (Table 3 of 5)

| Price List |                         |          |                 | Fresh Prints Miami, LLC |        | Global Trading, INC |        | Graphix Unlimited, Inc. |         |
|------------|-------------------------|----------|-----------------|-------------------------|--------|---------------------|--------|-------------------------|---------|
| Line Item  | Description             | Quantity | Unit of Measure | Unit Cost               | Total  | Unit Cost           | Total  | Unit Cost               | Total   |
| 1          | Type 1 Size Small       | 1        | ea              | \$9.47                  | \$9.47 | \$6.11              | \$6.11 | \$15.50                 | \$15.50 |
| 2          | Type 1 Size Medium      | 1        | ea              | \$9.47                  | \$9.47 | \$6.11              | \$6.11 | \$15.50                 | \$15.50 |
| 3          | Type 1 Size Large       | 1        | ea              | \$9.47                  | \$9.47 | \$6.11              | \$6.11 | \$15.50                 | \$15.50 |
| 4          | Type 1 Size Extra Large | 1        | ea              | \$9.47                  | \$9.47 | \$6.11              | \$6.11 | \$15.50                 | \$15.50 |

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

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| Price List |                                                             |          |                 | Fresh Prints Miami, LLC |         | Global Trading, INC |          | Graphix Unlimited, Inc. |         |
|------------|-------------------------------------------------------------|----------|-----------------|-------------------------|---------|---------------------|----------|-------------------------|---------|
| Line Item  | Description                                                 | Quantity | Unit of Measure | Unit Cost               | Total   | Unit Cost           | Total    | Unit Cost               | Total   |
| 5          | Type 1 Size 2XL                                             | 1        | ea              | \$11.80                 | \$11.80 | \$8.45              | \$8.45   | \$18.94                 | \$18.94 |
| 6          | Type 1 Size 3XL                                             | 1        | ea              | \$12.99                 | \$12.99 | \$10.28             | \$10.28  | \$22.16                 | \$22.16 |
| 7          | Type 1 Size 4XL                                             | 1        | ea              | \$12.99                 | \$12.99 | \$10.28             | \$10.28  | \$22.16                 | \$22.16 |
| 8          | Type 1 Size 5XL                                             | 1        | ea              | \$12.99                 | \$12.99 | \$10.28             | \$10.28  | \$22.16                 | \$22.16 |
| 9          | Type 1 Size Large Tall                                      | 1        | ea              | \$10.80                 | \$10.80 | \$7.05              | \$7.05   | \$18.39                 | \$18.39 |
| 10         | Type 1 Size Extra Large Tall                                | 1        | ea              | \$10.80                 | \$10.80 | \$7.05              | \$7.05   | \$18.39                 | \$18.39 |
| 11         | Type 1 Size 2XL Tall                                        | 1        | ea              | \$12.99                 | \$12.99 | \$10.02             | \$10.02  | \$22.03                 | \$22.03 |
| 12         | Type 1 Set up charge (one time)                             | 1        | ea              | \$0.00                  | \$0.00  | \$150.00            | \$150.00 | \$50.00                 | \$50.00 |
| 13         | Type 1 Screen print charge per specifications 1.d per shirt | 1        | ea              | \$0.00                  | \$0.00  | \$6.50              | \$6.50   | \$80.00                 | \$80.00 |
| 14         | Type 2 Size Small                                           | 1        | ea              | \$9.47                  | \$9.47  | \$6.11              | \$6.11   | \$15.50                 | \$15.50 |
| 15         | Type 2 Size Medium                                          | 1        | ea              | \$9.47                  | \$9.47  | \$6.11              | \$6.11   | \$15.50                 | \$15.50 |
| 16         | Type 2 Size Large                                           | 1        | ea              | \$9.47                  | \$9.47  | \$6.11              | \$6.11   | \$15.50                 | \$15.50 |
| 17         | Type 2 Size Extra Large                                     | 1        | ea              | \$9.47                  | \$9.47  | \$6.11              | \$6.11   | \$15.50                 | \$15.50 |
| 18         | Type 2 Size 2XL                                             | 1        | ea              | \$11.80                 | \$11.80 | \$8.45              | \$8.45   | \$18.94                 | \$18.94 |
| 19         | Type 2 Size 3XL                                             | 1        | ea              | \$12.99                 | \$12.99 | \$10.28             | \$10.28  | \$22.16                 | \$22.16 |
| 20         | Type 2 Size 4XL                                             | 1        | ea              | \$12.99                 | \$12.99 | \$10.28             | \$10.28  | \$22.16                 | \$22.16 |
| 21         | Type 2 Size 5XL                                             | 1        | ea              | \$12.99                 | \$12.99 | \$10.28             | \$10.28  | \$22.16                 | \$22.16 |

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

| Price List |                                                             |          |                 | Fresh Prints Miami, LLC |          | Global Trading, INC |          | Graphix Unlimited, Inc. |          |
|------------|-------------------------------------------------------------|----------|-----------------|-------------------------|----------|---------------------|----------|-------------------------|----------|
| Line Item  | Description                                                 | Quantity | Unit of Measure | Unit Cost               | Total    | Unit Cost           | Total    | Unit Cost               | Total    |
| 22         | Type 2 Size Large Tall                                      | 1        | ea              | \$10.80                 | \$10.80  | \$7.05              | \$7.05   | \$18.39                 | \$18.39  |
| 23         | Type 2 Size Extra Large Tall                                | 1        | ea              | \$10.80                 | \$10.80  | \$7.05              | \$7.05   | \$18.39                 | \$18.39  |
| 24         | Type 2 Size 2XL Tall                                        | 1        | ea              | \$12.99                 | \$12.99  | \$10.02             | \$10.02  | \$22.03                 | \$22.03  |
| 25         | Type 2 Set up charge (one time)                             | 1        | ea              | \$0.00                  | \$0.00   | \$150.00            | \$150.00 | \$50.00                 | \$50.00  |
| 26         | Type 2 Screen print charge per specifications 2.d per shirt | 1        | ea              | \$0.00                  | \$0.00   | \$6.50              | \$6.50   | \$80.00                 | \$80.00  |
| 27         | Other - please specify                                      | 1        | ea              | \$0.00                  | \$0.00   | \$0.00              | \$0.00   | \$0.00                  | \$0.00   |
| 28         | Other - please specify                                      | 1        | ea              | \$0.00                  | \$0.00   | \$0.00              | \$0.00   | \$0.00                  | \$0.00   |
| Total      |                                                             |          |                 |                         | \$246.48 |                     | \$488.70 |                         | \$672.46 |

**PRICE LIST** (Table 4 of 5)

| Price List |                         |          |                 | Homer Cole, II |        | Kocreators |         | PRIDE Enterprises |         |
|------------|-------------------------|----------|-----------------|----------------|--------|------------|---------|-------------------|---------|
| Line Item  | Description             | Quantity | Unit of Measure | Unit Cost      | Total  | Unit Cost  | Total   | Unit Cost         | Total   |
| 1          | Type 1 Size Small       | 1        | ea              | \$4.50         | \$4.50 | \$28.50    | \$28.50 | \$11.86           | \$11.86 |
| 2          | Type 1 Size Medium      | 1        | ea              | \$4.50         | \$4.50 | \$28.50    | \$28.50 | \$11.86           | \$11.86 |
| 3          | Type 1 Size Large       | 1        | ea              | \$4.50         | \$4.50 | \$28.50    | \$28.50 | \$11.86           | \$11.86 |
| 4          | Type 1 Size Extra Large | 1        | ea              | \$4.50         | \$4.50 | \$28.50    | \$28.50 | \$11.86           | \$11.86 |
| 5          | Type 1 Size 2XL         | 1        | ea              | \$7.00         | \$7.00 | \$31.50    | \$31.50 | \$14.61           | \$14.61 |
| 6          | Type 1 Size 3XL         | 1        | ea              | \$8.50         | \$8.50 | \$31.50    | \$31.50 | \$16.59           | \$16.59 |

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

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| Price List |                                                             |          |                 | Homer Cole, II |          | Kocreators |         | PRIDE Enterprises |         |
|------------|-------------------------------------------------------------|----------|-----------------|----------------|----------|------------|---------|-------------------|---------|
| Line Item  | Description                                                 | Quantity | Unit of Measure | Unit Cost      | Total    | Unit Cost  | Total   | Unit Cost         | Total   |
| 7          | Type 1 Size 4XL                                             | 1        | ea              | \$8.50         | \$8.50   | \$31.50    | \$31.50 | \$16.59           | \$16.59 |
| 8          | Type 1 Size 5XL                                             | 1        | ea              | \$8.50         | \$8.50   | \$31.50    | \$31.50 | \$16.59           | \$16.59 |
| 9          | Type 1 Size Large Tall                                      | 1        | ea              | \$6.75         | \$6.75   | \$31.50    | \$31.50 | \$13.20           | \$13.20 |
| 10         | Type 1 Size Extra Large Tall                                | 1        | ea              | \$6.75         | \$6.75   | \$31.50    | \$31.50 | \$13.20           | \$13.20 |
| 11         | Type 1 Size 2XL Tall                                        | 1        | ea              | \$10.50        | \$10.50  | \$31.50    | \$31.50 | \$15.95           | \$15.95 |
| 12         | Type 1 Set up charge (one time)                             | 1        | ea              | \$180.00       | \$180.00 | \$0.00     | \$0.00  | \$60.00           | \$60.00 |
| 13         | Type 1 Screen print charge per specifications 1.d per shirt | 1        | ea              | \$6.00         | \$6.00   | \$0.00     | \$0.00  | \$0.00            | \$0.00  |
| 14         | Type 2 Size Small                                           | 1        | ea              | \$4.50         | \$4.50   | \$22.50    | \$22.50 | \$11.86           | \$11.86 |
| 15         | Type 2 Size Medium                                          | 1        | ea              | \$4.50         | \$4.50   | \$22.50    | \$22.50 | \$11.86           | \$11.86 |
| 16         | Type 2 Size Large                                           | 1        | ea              | \$4.50         | \$4.50   | \$22.50    | \$22.50 | \$11.86           | \$11.86 |
| 17         | Type 2 Size Extra Large                                     | 1        | ea              | \$4.50         | \$4.50   | \$22.50    | \$22.50 | \$11.86           | \$11.86 |
| 18         | Type 2 Size 2XL                                             | 1        | ea              | \$7.00         | \$7.00   | \$25.50    | \$25.50 | \$14.61           | \$14.61 |
| 19         | Type 2 Size 3XL                                             | 1        | ea              | \$8.50         | \$8.50   | \$25.50    | \$25.50 | \$16.59           | \$16.59 |
| 20         | Type 2 Size 4XL                                             | 1        | ea              | \$8.50         | \$8.50   | \$25.50    | \$25.50 | \$16.59           | \$16.59 |
| 21         | Type 2 Size 5XL                                             | 1        | ea              | \$8.50         | \$8.50   | \$25.50    | \$25.50 | \$16.59           | \$16.59 |
| 22         | Type 2 Size Large Tall                                      | 1        | ea              | \$6.75         | \$6.75   | \$25.50    | \$25.50 | \$13.20           | \$13.20 |

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

| Price List |                                                             |          |                 | Homer Cole, II |          | Kocreators |          | PRIDE Enterprises |          |
|------------|-------------------------------------------------------------|----------|-----------------|----------------|----------|------------|----------|-------------------|----------|
| Line Item  | Description                                                 | Quantity | Unit of Measure | Unit Cost      | Total    | Unit Cost  | Total    | Unit Cost         | Total    |
| 23         | Type 2 Size Extra Large Tall                                | 1        | ea              | \$6.75         | \$6.75   | \$25.50    | \$25.50  | \$13.20           | \$13.20  |
| 24         | Type 2 Size 2XL Tall                                        | 1        | ea              | \$10.50        | \$10.50  | \$25.50    | \$25.50  | \$15.90           | \$15.90  |
| 25         | Type 2 Set up charge (one time)                             | 1        | ea              | \$160.00       | \$160.00 | \$0.00     | \$0.00   | \$0.00            | \$0.00   |
| 26         | Type 2 Screen print charge per specifications 2.d per shirt | 1        | ea              | \$4.00         | \$4.00   | \$0.00     | \$0.00   | \$0.00            | \$0.00   |
| 27         | Other - please specify                                      | 1        | ea              | \$0.00         | \$0.00   | \$0.00     | \$0.00   | \$0.00            | \$0.00   |
| 28         | Other - please specify                                      | 1        | ea              | \$0.00         | \$0.00   | \$0.00     | \$0.00   | \$0.00            | \$0.00   |
| Total      |                                                             |          |                 |                | \$499.00 |            | \$603.00 |                   | \$368.29 |

**PRICE LIST** (Table 5 of 5)

| Price List |                         |          |                 | Rad Wear Inc. |         | Rotary House Print Works LLC |         | Triple M Design Group |        |
|------------|-------------------------|----------|-----------------|---------------|---------|------------------------------|---------|-----------------------|--------|
| Line Item  | Description             | Quantity | Unit of Measure | Unit Cost     | Total   | Unit Cost                    | Total   | Unit Cost             | Total  |
| 1          | Type 1 Size Small       | 1        | ea              | \$13.46       | \$13.46 | \$7.04                       | \$7.04  | \$4.79                | \$4.79 |
| 2          | Type 1 Size Medium      | 1        | ea              | \$13.46       | \$13.46 | \$7.04                       | \$7.04  | \$4.79                | \$4.79 |
| 3          | Type 1 Size Large       | 1        | ea              | \$13.46       | \$13.46 | \$7.04                       | \$7.04  | \$4.79                | \$4.79 |
| 4          | Type 1 Size Extra Large | 1        | ea              | \$13.46       | \$13.46 | \$7.04                       | \$7.04  | \$4.79                | \$4.79 |
| 5          | Type 1 Size 2XL         | 1        | ea              | \$15.46       | \$15.46 | \$9.92                       | \$9.92  | \$6.43                | \$6.43 |
| 6          | Type 1 Size 3XL         | 1        | ea              | \$16.71       | \$16.71 | \$11.75                      | \$11.75 | \$8.36                | \$8.36 |
| 7          | Type 1 Size 4XL         | 1        | ea              | \$16.71       | \$16.71 | \$11.75                      | \$11.75 | \$8.36                | \$8.36 |

EXECUTIVE SUMMARY  
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Annual Purchase of T-Shirts for Alachua County Fire Rescue

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| Price List |                                                             |          |                 | Rad Wear Inc. |         | Rotary House Print Works LLC |         | Triple M Design Group |          |
|------------|-------------------------------------------------------------|----------|-----------------|---------------|---------|------------------------------|---------|-----------------------|----------|
| Line Item  | Description                                                 | Quantity | Unit of Measure | Unit Cost     | Total   | Unit Cost                    | Total   | Unit Cost             | Total    |
| 8          | Type 1 Size 5XL                                             | 1        | ea              | \$16.71       | \$16.71 | \$11.75                      | \$11.75 | \$8.36                | \$8.36   |
| 9          | Type 1 Size Large Tall                                      | 1        | ea              | \$17.90       | \$17.90 | \$8.51                       | \$8.51  | \$5.87                | \$5.87   |
| 10         | Type 1 Size Extra Large Tall                                | 1        | ea              | \$17.90       | \$17.90 | \$8.51                       | \$8.51  | \$3.00                | \$3.00   |
| 11         | Type 1 Size 2XL Tall                                        | 1        | ea              | \$17.90       | \$17.90 | \$11.49                      | \$11.49 | \$8.16                | \$8.16   |
| 12         | Type 1 Set up charge (one time)                             | 1        | ea              | \$40.00       | \$40.00 | \$35.00                      | \$35.00 | \$150.00              | \$150.00 |
| 13         | Type 1 Screen print charge per specifications 1.d per shirt | 1        | ea              | \$0.00        | \$0.00  | \$0.00                       | \$0.00  | \$0.75                | \$0.75   |
| 14         | Type 2 Size Small                                           | 1        | ea              | \$12.93       | \$12.93 | \$6.14                       | \$6.14  | \$4.79                | \$4.79   |
| 15         | Type 2 Size Medium                                          | 1        | ea              | \$12.93       | \$12.93 | \$6.14                       | \$6.14  | \$4.79                | \$4.79   |
| 16         | Type 2 Size Large                                           | 1        | ea              | \$12.93       | \$12.93 | \$6.14                       | \$6.14  | \$4.79                | \$4.79   |
| 17         | Type 2 Size Extra Large                                     | 1        | ea              | \$12.93       | \$12.93 | \$6.14                       | \$6.14  | \$4.79                | \$4.79   |
| 18         | Type 2 Size 2XL                                             | 1        | ea              | \$14.93       | \$14.93 | \$9.02                       | \$9.02  | \$6.43                | \$6.43   |
| 19         | Type 2 Size 3XL                                             | 1        | ea              | \$16.18       | \$16.18 | \$10.85                      | \$10.85 | \$8.36                | \$8.36   |
| 20         | Type 2 Size 4XL                                             | 1        | ea              | \$16.18       | \$16.18 | \$10.85                      | \$10.85 | \$8.36                | \$8.36   |
| 21         | Type 2 Size 5XL                                             | 1        | ea              | \$16.18       | \$16.18 | \$10.85                      | \$10.85 | \$8.36                | \$8.36   |
| 22         | Type 2 Size Large Tall                                      | 1        | ea              | \$17.90       | \$17.90 | \$7.61                       | \$7.61  | \$5.87                | \$5.87   |
| 23         | Type 2 Size Extra Large Tall                                | 1        | ea              | \$17.90       | \$17.90 | \$7.61                       | \$7.61  | \$5.87                | \$5.87   |

| Price List |                                                             |          |                 | Rad Wear Inc. |          | Rotary House Print Works LLC |          | Triple M Design Group |          |
|------------|-------------------------------------------------------------|----------|-----------------|---------------|----------|------------------------------|----------|-----------------------|----------|
| Line Item  | Description                                                 | Quantity | Unit of Measure | Unit Cost     | Total    | Unit Cost                    | Total    | Unit Cost             | Total    |
| 24         | Type 2 Size 2XL Tall                                        | 1        | ea              | \$17.90       | \$17.90  | \$10.59                      | \$10.59  | \$8.16                | \$8.16   |
| 25         | Type 2 Set up charge (one time)                             | 1        | ea              | \$40.00       | \$40.00  | \$25.00                      | \$25.00  | \$150.00              | \$150.00 |
| 26         | Type 2 Screen print charge per specifications 2.d per shirt | 1        | ea              | \$0.00        | \$0.00   | \$0.00                       | \$0.00   | \$75.00               | \$75.00  |
| 27         | Other - please specify                                      | 1        | ea              | \$0.00        | \$0.00   | \$0.00                       | \$0.00   | \$0.00                | \$0.00   |
| 28         | Other - please specify                                      | 1        | ea              | \$0.00        | \$0.00   | \$0.00                       | \$0.00   | \$0.00                | \$0.00   |
| Total      |                                                             |          |                 |               | \$422.02 |                              | \$253.78 |                       | \$514.02 |

## QUESTIONS AND ANSWERS

### Approved, Unanswered Questions

### Approved, Answers Provided

#### 1. Shirt Material & Quantity

*Dec 11, 2024 12:25 PM*

**Question:** How many shirts are looking to have made? What material for the shirts (cotton or dri-fit)?

*Dec 11, 2024 12:25 PM*

**Answered by Cheryl Ellis:** Approximately 1600 per year. The specifications regarding material is stated in the Specifications sections 1. a. and 2. a.

*Dec 11, 2024 2:52 PM*

#### 2. Question about quantity

*Dec 11, 2024 3:11 PM*

**Question:** I read in the questions that this bid is for about 1600 shirts per year. Are these ordered in a large quantity? All at one time? I am asking because of shipping/delivery requirements.

*Dec 11, 2024 3:11 PM*

**Answered by Cheryl Ellis:** Part of the pricing specifications is the vendors minimum quantity per order. The County will order according to the response to this for the awarded bid.

*Dec 12, 2024 9:53 AM*

### 3. Screen Printing vs DTF

*Dec 11, 2024 3:15 PM*

**Question:** Is screen printing a must or would you consider DTF (direct to film) as well?

*Dec 11, 2024 3:15 PM*

**Answered by Cheryl Ellis:** Screen printing is required.

*Dec 12, 2024 9:53 AM*

### 4. Substitutions

*Dec 11, 2024 3:22 PM*

**Question:** In the Bid you were asking for the Gildan style 8000 t-shirt but those are unavailable in the tall sizes. Are we able to substitute those for Port & Company style PC55 which the descriptions is: A reliable choice for comfort, softness, and durability. • 5.5-ounce, 50/50 cotton/poly • Made with up to 5% recycled polyester from plastic bottles (Except Ash and Athletic Heather) • 1x1 rib knit collar • Shoulder to shoulder back neck tape • Removable tag for comfort and relabeling

*Dec 11, 2024 3:22 PM*

**Answered by Cheryl Ellis:** That brand is acceptable for tall sizes only.

*Dec 12, 2024 9:53 AM*

### 5. Question about quantities

*Dec 12, 2024 10:26 AM*

**Question:** I read in the questions this is for approximately 1,600 shirts per year. Would you be able to provide a rough breakdown of your ordering quantities over the year?

*Dec 12, 2024 10:26 AM*

**Answered by Cheryl Ellis:** Part of the pricing specifications is the vendors minimum quantity per order. The County will order according to the response to this for the awarded bid.

*Dec 13, 2024 8:15 AM*



## 6. No subject

*Dec 12, 2024 11:22 AM*

**Question:** We are doing business in Miami Dade. Can we participate to this bid?

*Dec 12, 2024 11:22 AM*

**Answered by Mandy Mullins:** Yes

*Dec 13, 2024 8:15 AM*

## 7. No subject

*Dec 12, 2024 11:21 AM*

**Question:** Is there a current contract for this solicitation and if so, please provide details such as prices, current vendor and terms

*Dec 12, 2024 11:21 AM*

**Answered by Mandy Mullins:** No

*Dec 13, 2024 8:15 AM*

## 8. No subject

*Dec 12, 2024 11:23 AM*

**Question:** Do we need to have a local storefront in Alachua county in order to bid on this?

*Dec 12, 2024 11:23 AM*

**Answered by Cheryl Ellis:** No

*Dec 16, 2024 9:37 AM*

## 9. No subject

*Dec 12, 2024 11:27 AM*

**Question:** Are you in need of on-site uniform measuring/alternation and fitting services?

*Dec 12, 2024 11:27 AM*

**Answered by Cheryl Ellis:** No

*Dec 16, 2024 9:37 AM*

## 10. Minimum Order

*Dec 13, 2024 12:13 PM*

**Question:** What is the minimum order quantity per order?

*Dec 13, 2024 12:13 PM*

**Answered by Mandy Mullins:** See answer to Question #5.

*Dec 13, 2024 12:37 PM*

## 11. Minimums

*Dec 19, 2024 12:10 PM*

**Question:** I see multiple requests from vendors asking if there can be a minimum order number and the responses all say "see pricing specs". So my question is - pricing specs say 1 t-shirt per size, so is the minimum 1 t-shirt?

*Dec 19, 2024 12:10 PM*

**Answered by Cheryl Ellis:** Bid Price list #2 requests the minimum quantity per order from the vendor. Each vendor should establish the minimum quantity (if any) based on their bid pricing. The County will not set a minimum quantity.

*Dec 30, 2024 9:51 AM*

## 12. Current Vendor

*Dec 19, 2024 12:11 PM*

**Question:** Who currently is doing your t-shirts?

*Dec 19, 2024 12:11 PM*

**Answered by Cheryl Ellis:** Rad Wear Inc.

*Dec 30, 2024 9:51 AM*

## 13. Substitutions

*Dec 19, 2024 12:19 PM*

**Question:** Could you please confirm can we bid Gildan style 8000 t-shirt for sizes S-5XL and Port & Company style PC55T for L-2XL- Tall?

*Dec 19, 2024 12:19 PM*

**Answered by Mandy Mullins:** See answer to question #4 Substitutions

*Dec 27, 2024 6:08 AM*

## 14. Shipping Address

*Dec 19, 2024 3:04 PM*

**Question:** Could you please provide the shipment address.

*Dec 19, 2024 3:04 PM*

**Answered by Cheryl Ellis:** Alachua County Fire Rescue 5900 NW 13th Street Gainesville, FL 32653

*Dec 30, 2024 9:51 AM*

## 15. Substitutions

*Dec 26, 2024 2:45 PM*

**Question:** We manufacture clothing. Is Gildan required or can we create within your 50/50 requirements?

*Dec 26, 2024 2:45 PM*

**Answered by Mandy Mullins:** See answer to question #4 Substitutions.

*Dec 30, 2024 9:53 AM*

## 16. Pricing Term

*Jan 6, 2025 11:43 AM*

**Question:** For 7. ITB Pricing Form, are the prices requested for a 1-year or 2-year term?

*Jan 6, 2025 11:43 AM*

**Answered by Mandy Mullins:** The 1st term will begin on the date of the executed Purchase order and continue through 09/30/2026 with the option to renew for 2 additional 1 year periods.

*Jan 6, 2025 11:54 AM*

## 17. Manufacturer's Certification

*Jan 9, 2025 9:52 AM*

**Question:** 2.20. Manufacturer's Certification -Could you please confirm what type of certificate is needed. Can we provide only the Dealer Authorization letter?

*Jan 9, 2025 9:52 AM*

**Answered by Mandy Mullins:** Yes

*Jan 10, 2025 6:46 AM*

## ADDENDA & NOTICES

ADDENDA ISSUED:

**Addendum #1**

*Jan 21, 2025 3:34 PM*

Due date extended to January 29th at 2pm.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

ADDENDA ACKNOWLEDGEMENTS:

Addendum #1

| Proposal                           | Confirmed | Confirmed At          | Confirmed By        |
|------------------------------------|-----------|-----------------------|---------------------|
| Triple M Design Group              | X         | Jan 22, 2025 9:17 AM  | Michael Fedd        |
| Bordova Outfitters                 | X         | Jan 21, 2025 4:00 PM  | Chaim Friedman      |
| Kocreators                         |           |                       |                     |
| Rad Wear Inc.                      | X         | Jan 22, 2025 9:51 AM  | Jennifer Ruland     |
| PRIDE Enterprises                  | X         | Jan 21, 2025 3:47 PM  | Jason Brown         |
| Graphix Unlimited, Inc.            | X         | Jan 23, 2025 4:01 PM  | Amy Smith           |
| All Uniform Wear                   | X         | Jan 23, 2025 10:41 AM | Gabriel Calvo       |
| Enthusiast Media Group             | X         | Jan 27, 2025 11:57 AM | Sandi Green         |
| Rotary House Print Works LLC       | X         | Jan 28, 2025 7:58 AM  | Marjorie Eisenberg  |
| Ad-Wear & Specialty of Texas, Inc. | X         | Jan 21, 2025 3:52 PM  | David Tanenbaum     |
| Dependable Sourcing Partners       | X         | Jan 27, 2025 12:56 PM | Gary Truehart       |
| Fresh Prints Miami, LLC            | X         | Jan 27, 2025 8:37 PM  | Jarrold Urrely      |
| Global Trading, INC                | X         | Jan 27, 2025 9:19 AM  | Viraj Wikramanayake |
| B&G Auto Parts Warehouse, Inc.     | X         | Jan 29, 2025 1:20 PM  | Danny Gomez         |
| Homer Cole, II                     | X         | Jan 27, 2025 10:51 PM | Homer Cole          |

NOTICES ISSUED:

*No Notices issued.*

## EVALUATION

**PRICE LIST** (Table 1 of 3)

Primary award cells are green and Backup award cells are gray

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

|           |                                                             |          |                 | Ad-Wear & Specialty of Texas, Inc. | All Uniform Wear | B&G Auto Parts Warehouse, Inc. | Bordova Outfitters | Dependable Sourcing Partners |
|-----------|-------------------------------------------------------------|----------|-----------------|------------------------------------|------------------|--------------------------------|--------------------|------------------------------|
| Line Item | Description                                                 | Quantity | Unit of Measure | Unit Cost                          | Unit Cost        | Unit Cost                      | Unit Cost          | Unit Cost                    |
| 1         | Type 1 Size Small                                           | 1        | ea              | \$3.00                             | \$6.99           | \$15.00                        | \$4.98             | \$8.50                       |
| 2         | Type 1 Size Medium                                          | 1        | ea              | \$3.00                             | \$6.99           | \$15.00                        | \$4.98             | \$8.50                       |
| 3         | Type 1 Size Large                                           | 1        | ea              | \$3.00                             | \$6.99           | \$15.00                        | \$4.98             | \$8.50                       |
| 4         | Type 1 Size Extra Large                                     | 1        | ea              | \$3.00                             | \$6.99           | \$15.00                        | \$4.98             | \$8.50                       |
| 5         | Type 1 Size 2XL                                             | 1        | ea              | \$5.00                             | \$10.99          | \$15.00                        | \$7.50             | \$10.00                      |
| 6         | Type 1 Size 3XL                                             | 1        | ea              | \$6.00                             | \$12.99          | \$15.00                        | \$9.47             | \$11.00                      |
| 7         | Type 1 Size 4XL                                             | 1        | ea              | \$6.00                             | \$12.99          | \$15.00                        | \$9.47             | \$11.00                      |
| 8         | Type 1 Size 5XL                                             | 1        | ea              | \$6.00                             | \$12.99          | \$15.00                        | \$9.47             | \$11.00                      |
| 9         | Type 1 Size Large Tall                                      | 1        | ea              | \$4.50                             | \$7.84           | \$15.00                        | \$5.99             | \$13.50                      |
| 10        | Type 1 Size Extra Large Tall                                | 1        | ea              | \$4.50                             | \$7.84           | \$15.00                        | \$5.99             | \$13.50                      |
| 11        | Type 1 Size 2XL Tall                                        | 1        | ea              | \$6.50                             | \$12.42          | \$15.00                        | \$9.19             | \$13.50                      |
| 12        | Type 1 Set up charge (one time)                             | 1        | ea              | \$0.00                             | \$0.00           | \$15.00                        | \$45.00            | \$20.00                      |
| 13        | Type 1 Screen print charge per specifications 1.d per shirt | 1        | ea              | \$1.93                             | \$5.00           | \$15.00                        | \$3.75             | \$4.15                       |
| 14        | Type 2 Size Small                                           | 1        | ea              | \$3.00                             | \$6.99           | \$15.00                        | \$4.98             | \$8.50                       |
| 15        | Type 2 Size Medium                                          | 1        | ea              | \$3.00                             | \$6.99           | \$15.00                        | \$4.98             | \$8.50                       |
| 16        | Type 2 Size Large                                           | 1        | ea              | \$3.00                             | \$6.99           | \$15.00                        | \$4.98             | \$8.50                       |
| 17        | Type 2 Size Extra Large                                     | 1        | ea              | \$3.00                             | \$6.99           | \$15.00                        | \$4.98             | \$8.50                       |
| 18        | Type 2 Size 2XL                                             | 1        | ea              | \$5.00                             | \$10.99          | \$15.00                        | \$7.50             | \$10.00                      |
| 19        | Type 2 Size 3XL                                             | 1        | ea              | \$6.00                             | \$12.99          | \$15.00                        | \$9.47             | \$11.00                      |
| 20        | Type 2 Size 4XL                                             | 1        | ea              | \$6.00                             | \$12.99          | \$15.00                        | \$9.47             | \$11.00                      |
| 21        | Type 2 Size 5XL                                             | 1        | ea              | \$6.00                             | \$12.99          | \$15.00                        | \$9.47             | \$11.00                      |
| 22        | Type 2 Size Large Tall                                      | 1        | ea              | \$4.50                             | \$7.84           | \$15.00                        | \$5.99             | \$13.50                      |
| 23        | Type 2 Size Extra Large Tall                                | 1        | ea              | \$4.50                             | \$7.84           | \$15.00                        | \$5.99             | \$13.50                      |
| 24        | Type 2 Size 2XL Tall                                        | 1        | ea              | \$6.50                             | \$12.42          | \$15.00                        | \$9.19             | \$13.50                      |

## EXECUTIVE SUMMARY

ITB No. ITB 25-202-MM

Annual Purchase of T-Shirts for Alachua County Fire Rescue

|           |                                                             |          |                 | Ad-Wear & Specialty of Texas, Inc. | All Uniform Wear | B&G Auto Parts Warehouse, Inc. | Bordova Outfitters | Dependable Sourcing Partners |
|-----------|-------------------------------------------------------------|----------|-----------------|------------------------------------|------------------|--------------------------------|--------------------|------------------------------|
| Line Item | Description                                                 | Quantity | Unit of Measure | Unit Cost                          | Unit Cost        | Unit Cost                      | Unit Cost          | Unit Cost                    |
| 25        | Type 2 Set up charge (one time)                             | 1        | ea              | -\$1.00                            | \$0.00           | \$30.00                        | \$45.00            | \$20.00                      |
| 26        | Type 2 Screen print charge per specifications 2.d per shirt | 1        | ea              | \$1.89                             | \$5.00           | \$15.00                        | \$3.75             | \$4.15                       |
| 27        | Other - please specify                                      | 1        | ea              | \$0.00                             | \$0.00           | \$21.00                        | \$0.00             | \$0.00                       |
| 28        | Other - please specify                                      | 1        | ea              | \$0.00                             | \$0.00           | \$21.00                        | \$0.00             | \$0.00                       |

**PRICE LIST** (Table 2 of 3)

Primary award cells are green and Backup award cells are gray

|           |                                                             |          |                 | Enthusiast Media Group | Fresh Prints Miami, LLC | Global Trading, INC | Graphix Unlimited, Inc. | Homer Cole, II |
|-----------|-------------------------------------------------------------|----------|-----------------|------------------------|-------------------------|---------------------|-------------------------|----------------|
| Line Item | Description                                                 | Quantity | Unit of Measure | Unit Cost              | Unit Cost               | Unit Cost           | Unit Cost               | Unit Cost      |
| 1         | Type 1 Size Small                                           | 1        | ea              | \$3.75                 | \$9.47                  | \$6.11              | \$15.50                 | \$4.50         |
| 2         | Type 1 Size Medium                                          | 1        | ea              | \$3.75                 | \$9.47                  | \$6.11              | \$15.50                 | \$4.50         |
| 3         | Type 1 Size Large                                           | 1        | ea              | \$3.75                 | \$9.47                  | \$6.11              | \$15.50                 | \$4.50         |
| 4         | Type 1 Size Extra Large                                     | 1        | ea              | \$3.75                 | \$9.47                  | \$6.11              | \$15.50                 | \$4.50         |
| 5         | Type 1 Size 2XL                                             | 1        | ea              | \$6.00                 | \$11.80                 | \$8.45              | \$18.94                 | \$7.00         |
| 6         | Type 1 Size 3XL                                             | 1        | ea              | \$6.00                 | \$12.99                 | \$10.28             | \$22.16                 | \$8.50         |
| 7         | Type 1 Size 4XL                                             | 1        | ea              | \$6.00                 | \$12.99                 | \$10.28             | \$22.16                 | \$8.50         |
| 8         | Type 1 Size 5XL                                             | 1        | ea              | \$6.00                 | \$12.99                 | \$10.28             | \$22.16                 | \$8.50         |
| 9         | Type 1 Size Large Tall                                      | 1        | ea              | \$4.50                 | \$10.80                 | \$7.05              | \$18.39                 | \$6.75         |
| 10        | Type 1 Size Extra Large Tall                                | 1        | ea              | \$4.50                 | \$10.80                 | \$7.05              | \$18.39                 | \$6.75         |
| 11        | Type 1 Size 2XL Tall                                        | 1        | ea              | \$7.50                 | \$12.99                 | \$10.02             | \$22.03                 | \$10.50        |
| 12        | Type 1 Set up charge (one time)                             | 1        | ea              | \$225.00               | \$0.00                  | \$150.00            | \$50.00                 | \$180.00       |
| 13        | Type 1 Screen print charge per specifications 1.d per shirt | 1        | ea              | \$6.50                 | \$0.00                  | \$6.50              | \$80.00                 | \$6.00         |
| 14        | Type 2 Size Small                                           | 1        | ea              | \$3.75                 | \$9.47                  | \$6.11              | \$15.50                 | \$4.50         |

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

|           |                                                             |          |                 | Enthusiast Media Group | Fresh Prints Miami, LLC | Global Trading, INC | Graphix Unlimited, Inc. | Homer Cole, II |
|-----------|-------------------------------------------------------------|----------|-----------------|------------------------|-------------------------|---------------------|-------------------------|----------------|
| Line Item | Description                                                 | Quantity | Unit of Measure | Unit Cost              | Unit Cost               | Unit Cost           | Unit Cost               | Unit Cost      |
| 15        | Type 2 Size Medium                                          | 1        | ea              | \$3.75                 | \$9.47                  | \$6.11              | \$15.50                 | \$4.50         |
| 16        | Type 2 Size Large                                           | 1        | ea              | \$3.75                 | \$9.47                  | \$6.11              | \$15.50                 | \$4.50         |
| 17        | Type 2 Size Extra Large                                     | 1        | ea              | \$3.75                 | \$9.47                  | \$6.11              | \$15.50                 | \$4.50         |
| 18        | Type 2 Size 2XL                                             | 1        | ea              | \$6.00                 | \$11.80                 | \$8.45              | \$18.94                 | \$7.00         |
| 19        | Type 2 Size 3XL                                             | 1        | ea              | \$6.00                 | \$12.99                 | \$10.28             | \$22.16                 | \$8.50         |
| 20        | Type 2 Size 4XL                                             | 1        | ea              | \$6.00                 | \$12.99                 | \$10.28             | \$22.16                 | \$8.50         |
| 21        | Type 2 Size 5XL                                             | 1        | ea              | \$6.00                 | \$12.99                 | \$10.28             | \$22.16                 | \$8.50         |
| 22        | Type 2 Size Large Tall                                      | 1        | ea              | \$4.50                 | \$10.80                 | \$7.05              | \$18.39                 | \$6.75         |
| 23        | Type 2 Size Extra Large Tall                                | 1        | ea              | \$4.50                 | \$10.80                 | \$7.05              | \$18.39                 | \$6.75         |
| 24        | Type 2 Size 2XL Tall                                        | 1        | ea              | \$7.50                 | \$12.99                 | \$10.02             | \$22.03                 | \$10.50        |
| 25        | Type 2 Set up charge (one time)                             | 1        | ea              | \$200.00               | \$0.00                  | \$150.00            | \$50.00                 | \$160.00       |
| 26        | Type 2 Screen print charge per specifications 2.d per shirt | 1        | ea              | \$5.50                 | \$0.00                  | \$6.50              | \$80.00                 | \$4.00         |
| 27        | Other - please specify                                      | 1        | ea              | \$130.00               | \$0.00                  | \$0.00              | \$0.00                  | \$0.00         |
| 28        | Other - please specify                                      | 1        | ea              | \$2.00                 | \$0.00                  | \$0.00              | \$0.00                  | \$0.00         |

**PRICE LIST** (Table 3 of 3)

Primary award cells are green and Backup award cells are gray

|           |                         |          |                 | Kocreators | PRIDE Enterprises | Rad Wear Inc. | Rotary House Print Works LLC | Triple M Design Group |
|-----------|-------------------------|----------|-----------------|------------|-------------------|---------------|------------------------------|-----------------------|
| Line Item | Description             | Quantity | Unit of Measure | Unit Cost  | Unit Cost         | Unit Cost     | Unit Cost                    | Unit Cost             |
| 1         | Type 1 Size Small       | 1        | ea              | \$28.50    | \$11.86           | \$13.46       | \$7.04                       | \$4.79                |
| 2         | Type 1 Size Medium      | 1        | ea              | \$28.50    | \$11.86           | \$13.46       | \$7.04                       | \$4.79                |
| 3         | Type 1 Size Large       | 1        | ea              | \$28.50    | \$11.86           | \$13.46       | \$7.04                       | \$4.79                |
| 4         | Type 1 Size Extra Large | 1        | ea              | \$28.50    | \$11.86           | \$13.46       | \$7.04                       | \$4.79                |
| 5         | Type 1 Size 2XL         | 1        | ea              | \$31.50    | \$14.61           | \$15.46       | \$9.92                       | \$6.43                |
| 6         | Type 1 Size 3XL         | 1        | ea              | \$31.50    | \$16.59           | \$16.71       | \$11.75                      | \$8.36                |

EXECUTIVE SUMMARY  
ITB No. ITB 25-202-MM  
Annual Purchase of T-Shirts for Alachua County Fire Rescue

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|           |                                                             |          |                 | Kocreators | PRIDE Enterprises | Rad Wear Inc. | Rotary House Print Works LLC | Triple M Design Group |
|-----------|-------------------------------------------------------------|----------|-----------------|------------|-------------------|---------------|------------------------------|-----------------------|
| Line Item | Description                                                 | Quantity | Unit of Measure | Unit Cost  | Unit Cost         | Unit Cost     | Unit Cost                    | Unit Cost             |
| 7         | Type 1 Size 4XL                                             | 1        | ea              | \$31.50    | \$16.59           | \$16.71       | \$11.75                      | \$8.36                |
| 8         | Type 1 Size 5XL                                             | 1        | ea              | \$31.50    | \$16.59           | \$16.71       | \$11.75                      | \$8.36                |
| 9         | Type 1 Size Large Tall                                      | 1        | ea              | \$31.50    | \$13.20           | \$17.90       | \$8.51                       | \$5.87                |
| 10        | Type 1 Size Extra Large Tall                                | 1        | ea              | \$31.50    | \$13.20           | \$17.90       | \$8.51                       | \$3.00                |
| 11        | Type 1 Size 2XL Tall                                        | 1        | ea              | \$31.50    | \$15.95           | \$17.90       | \$11.49                      | \$8.16                |
| 12        | Type 1 Set up charge (one time)                             | 1        | ea              | \$0.00     | \$60.00           | \$40.00       | \$35.00                      | \$150.00              |
| 13        | Type 1 Screen print charge per specifications 1.d per shirt | 1        | ea              | \$0.00     | \$0.00            | \$0.00        | \$0.00                       | \$0.75                |
| 14        | Type 2 Size Small                                           | 1        | ea              | \$22.50    | \$11.86           | \$12.93       | \$6.14                       | \$4.79                |
| 15        | Type 2 Size Medium                                          | 1        | ea              | \$22.50    | \$11.86           | \$12.93       | \$6.14                       | \$4.79                |
| 16        | Type 2 Size Large                                           | 1        | ea              | \$22.50    | \$11.86           | \$12.93       | \$6.14                       | \$4.79                |
| 17        | Type 2 Size Extra Large                                     | 1        | ea              | \$22.50    | \$11.86           | \$12.93       | \$6.14                       | \$4.79                |
| 18        | Type 2 Size 2XL                                             | 1        | ea              | \$25.50    | \$14.61           | \$14.93       | \$9.02                       | \$6.43                |
| 19        | Type 2 Size 3XL                                             | 1        | ea              | \$25.50    | \$16.59           | \$16.18       | \$10.85                      | \$8.36                |
| 20        | Type 2 Size 4XL                                             | 1        | ea              | \$25.50    | \$16.59           | \$16.18       | \$10.85                      | \$8.36                |
| 21        | Type 2 Size 5XL                                             | 1        | ea              | \$25.50    | \$16.59           | \$16.18       | \$10.85                      | \$8.36                |
| 22        | Type 2 Size Large Tall                                      | 1        | ea              | \$25.50    | \$13.20           | \$17.90       | \$7.61                       | \$5.87                |
| 23        | Type 2 Size Extra Large Tall                                | 1        | ea              | \$25.50    | \$13.20           | \$17.90       | \$7.61                       | \$5.87                |
| 24        | Type 2 Size 2XL Tall                                        | 1        | ea              | \$25.50    | \$15.90           | \$17.90       | \$10.59                      | \$8.16                |
| 25        | Type 2 Set up charge (one time)                             | 1        | ea              | \$0.00     | \$0.00            | \$40.00       | \$25.00                      | \$150.00              |
| 26        | Type 2 Screen print charge per specifications 2.d per shirt | 1        | ea              | \$0.00     | \$0.00            | \$0.00        | \$0.00                       | \$75.00               |
| 27        | Other - please specify                                      | 1        | ea              | \$0.00     | \$0.00            | \$0.00        | \$0.00                       | \$0.00                |
| 28        | Other - please specify                                      | 1        | ea              | \$0.00     | \$0.00            | \$0.00        | \$0.00                       | \$0.00                |





## Agenda Item Summary

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**File #: 25-00200**

**Agenda Date: 3/25/2025**

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**Agenda Item Name:**

**Purchase Order to Matthews Bus Alliance, Inc., in the amount of \$210,266.00 for Cuscowilla Park via Public Works.**

**Presenter:**

Ramon D, Gavarrete, Public Works Director, 352.548.1214  
Theodore White, Procurement Manager, 352.374.5202

**Description:**

Purchase Order to Matthews Bus Alliance, Inc., in the amount of \$210,266.00 for the purchase of a Ford F-550, 19,500 GVWR Chassis, 45 Passenger Startrans Senator HD Bus for Cuscowilla Park via Public Works. The bus would be used for summer camp and other county department needs. Prices, terms and conditions are per the Florida Sheriffs Association Cooperative Purchasing Program FSA23-VEH21.0: Heavy Trucks & Buses.

**Recommended Action:**

Approve the issuance of a purchase order to Matthews Bus Alliance, Inc., in the amount of \$210,266.00.

**Prior Board Motions:**

N/A

**Fiscal Note:**

Amount for purchase of \$210,266.00 is budgeted in account 001.04.0492.572.64.00 (machinery & equipment > \$15,000)

**Strategic Guide:**

Other Mandatory and Discretionary Services

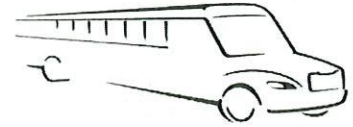
**Background:**

The department is requesting a 45-passenger bus to utilize for Cuscowilla summer camp. The purchase of a 45-passenger bus for our camp is crucial for the efficient transportation of campers and staff during various activities, outings, and excursions. This bus will enhance the overall experience of our campers by providing safe and reliable transportation to off-site locations, including field trips, outdoor adventures and other county departments during the rest of the year. Currently, we pay Alachua County School Board \$11,000 transportation for our summer camps. Owning our own bus would offer more flexibility in our programming and field trips. Parks has several employees with CDL licenses already that would become certified to drive this vehicle. Additionally, other county departments such as IFAS and EOC and Citizen's Academy would benefit from the bus for various

activities, including agricultural tours, field trips, evacuation transport, disaster relief efforts, and mass casualty incidents.

This purchase is exempt from the County's competitive bidding requirements pursuant to Section 22.3-302 (12) of the Alachua County Procurement Code, Procurement of Supplies or Services under Contract with federal, state, or municipal governments or any other governmental agency or political subdivision provided the vendor extends the same terms and conditions of the Contract to the County; however, since the dollar amount of the purchase exceeds the purchasing authority of the Procurement Manager, this is being submitted for Board consideration and approval.

Legacy of Trust



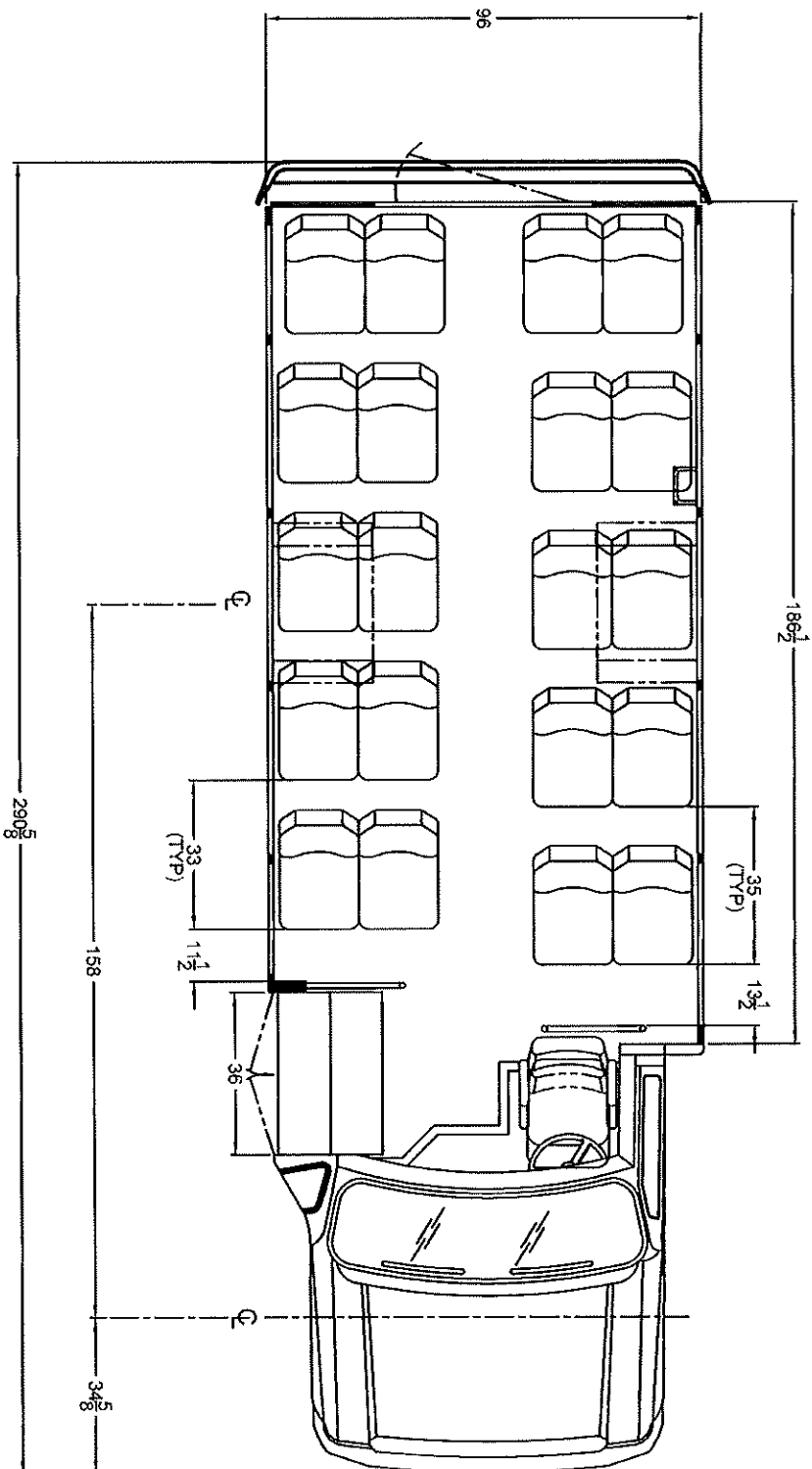
Orlando Office / 4802 West Colonial Drive Orlando, FL 32808  
Office 800-330-1175 / Cell 407-883-9580 / www.matthewsbusescommercial.com

**PROPOSED VEHICLE: STARTRANS SENATOR HD BUS WITH THE STANDARD EQUIPMENT AND OPTIONS LISTED BELOW**

|                                  |                                                                 |                                   |
|----------------------------------|-----------------------------------------------------------------|-----------------------------------|
| Galvanized Steel Exterior        | FMVSS Certified Integrally Welded Steel Bus Body Structure      | Aluminized Steel Cage Structure   |
| Pressure Laminated Sidewalls     | Ventable 36" X 36" Transit T-Slide Windows                      | One Piece FRP Roof Panel          |
| White / Light Gray FRP Interior  | 93" interior width, 80" interior height (No Wheelhouses)        | Undercoated and sealed subfloor   |
| Gerfloor Transit Grade Flooring  | 5/8" CD Exterior Grade Plywood Flooring with sealed edges       | Insulated Roof and Exterior walls |
| Door Activated Stepwell Lighting | Infinite Track Seating to allow Seat Spacing Modifications      | 11.5" Ground to First Step Height |
| Sound Abating Fabric Headliner   | Printed Circuit Board LED Light Modular Electrical System       | 10" Risers, 9.5" Deep Step Treads |
| Curbside Modesty Panel Barrier   | Dash Mounted Electrical Panel w/ Backlit Transit Grade Switches | Chrome Front Bumper and Grille    |
| High Back Recliner Drivers Seat  | LED Tail Lights, Center Brake Light, F&R Clearance Lights       | Dash HVAC / AC & Heating System   |

THE PROPOSED VEHICLE OFFERS A CAPACITY OF 20 PASSENGER SEATS A PLUS THE DRIVER

| QTY | DESCRIPTION                                                                                         |                                                                                                                                                                                              |
|-----|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Ford F-550 Chassis                                                                                  | Ford F-550 / 19,500 GVWR Chassis, 6.7L Diesel Engine, 10 Speed Automatic Transmission, 220 Ampere Alternator, Dual Batteries, Dash HVAC, Chrome Bumper, F&R Disc Brakes, Halogen Headlights. |
| 1   | Senator HD 28                                                                                       | Startrans Senator HD Bus with Standard Equipment listed above / 337" Overall Length                                                                                                          |
| 1   | INDUSTRY EXCLUSIVE 5 YEAR OR 100,000 MILE WARRANTY ON THE COMPLETE BUS BODY AND SUB COMPONENTS      |                                                                                                                                                                                              |
| 1   | INTEGRALLY WELDED ALUMINIZED STEEL CAGE STRUCTURE MEETING ALL APPLICABLE FMVSS REGULATIONS          |                                                                                                                                                                                              |
| 1   | 7 YEAR / 200,000 MILE ALTOONA TESTED, FORD QVM COMPLIANT, ISO CERTIFIED, BUY AMERICA COMPLIANT      |                                                                                                                                                                                              |
| 1   | RE-ROUTE EXHAUST TO DRIVERS SIDE OF BUS EXITING FORWARD OF THE REAR BUMPER                          |                                                                                                                                                                                              |
| 1   | ROSCO TRANSIT GRADE BREAKAWAY REARVIEW EXTERIOR MIRRORS WITH INTEGRAL LOWER CONVEX                  |                                                                                                                                                                                              |
| 1   | STANDEE LINE / WHITE FLUSH MOUNTED LINE AT FORWARD EDGE OF PASSENGER COMPARTMENT                    |                                                                                                                                                                                              |
| 1   | GERFLOOR SIRIUS TRANSIT FLOORING / GRAPHITE BLACK WITH HOT WELDED SEAMS / SMOOTH THROUGHOUT         |                                                                                                                                                                                              |
| 1   | HEADLINER / GRAY SEA SPRAY CLOTH WITH GRAY FRP WALLS, GRAY VINYL TRIM, AND GRAY VINYL CABLINER      |                                                                                                                                                                                              |
| 1   | ELECTRICALLY CONTROLLED PASSENGER ENTRANCE DOOR / 32" WIDE CLEAR OPENING X 80" HIGH                 |                                                                                                                                                                                              |
| 1   | REAR EGRESS WINDOW / 48" WIDE X 30" HIGH / WHEN REAR DOOR IS NOT SPECIFIED                          |                                                                                                                                                                                              |
| 1   | AIR CONDITIONING / 75,000 BTU CAPACITY AC IN PASSENGER COMPARTMENT (DUAL COMPRESSOR / DIESEL)       |                                                                                                                                                                                              |
| 1   | FORD OEM DRIVERS HIGH BACK RECLINER WITH RIGHT SIDE ARMREST                                         |                                                                                                                                                                                              |
| 10  | LOW BACK DOUBLE PASSENGER SEAT / FREEDMAN SEATING / TWO PASSENGER SEAT                              |                                                                                                                                                                                              |
| 20  | SEATBELTS / 60" FREE STANDING PASSENGER SEATBELTS                                                   |                                                                                                                                                                                              |
| 1   | AUDIO / FORD OEM AM/FM/CLOCK RADIO WITH 4 SPEAKERS IN PASSENGER COMPARTMENT                         |                                                                                                                                                                                              |
| 1   | BACKUP CAMERA SYSTEM WITH REARVIEW MIRROR MOUNTED LCD MONITOR / ALLOWS VIEW TO REAR OF VEHICLE      |                                                                                                                                                                                              |
| 1   | GRABRAILS / DUAL ANGLED STAINLESS STEEL GRABRAILS BOTH SIDES OF ENTRY STEPWELL                      |                                                                                                                                                                                              |
| 1   | FLEXTECH / MULTIPLEX ELECTRICAL SYSTEM WITH SAFETY SUITE (ENTRY DOOR, LIGHTS, AND SPEED INTERFACE)  |                                                                                                                                                                                              |
| 1   | LED INTERIOR LIGHTS / BROAD SPECTRUM LED LIGHTING WITH DRIVER MASTER CONTROL                        |                                                                                                                                                                                              |
| 1   | LED DRIVER LIGHT / BROAD SPECTRUM LED LIGHT OVER DRIVER WITH DASH SWITCH AND DOOR ACTIVATION        |                                                                                                                                                                                              |
| 1   | LED STEPWELL LIGHT ACTIVATED BY DOOR OPENING / LED LICENSE PLATE LIGHT                              |                                                                                                                                                                                              |
| 1   | LED TAIL LIGHTS / RED MARKER & BRAKE, AMBER TURN SIGNALS, CLEAR BACKUP / ALL RUBBER GROMMET MOUNTED |                                                                                                                                                                                              |
| 1   | LED CLEARANCE AND MARKER LIGHTS / 5 AMBER ON FRONT AND 7 RED AT REAR (RECESSED FOR PROTECTION)      |                                                                                                                                                                                              |
| 1   | LED MID BODY MOUNTED MARKER AND TURN SIGNALS WITH ARMOR GUARD                                       |                                                                                                                                                                                              |
| 1   | LIGHT - EXTERIOR HOODED AND INTERIOR COURTESY LIGHT AT ENTRANCE DOOR (ADA REQUIRED)                 |                                                                                                                                                                                              |
| 1   | BRIGHT WHITE EXTERIOR TO ENHANCE GRAPHICS CONTRAST (MATCHING CHASSIS CAB INCLUDING DOOR JAMBS)      |                                                                                                                                                                                              |



DEALER APPROVAL

☐ APPROVED

CUSTOMER SIGNATURE

NOTE: SHOWN WITH MID H. FREEDMAN SEATS  
 SENATOR II E450 14,500 GVWR  
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.  
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.  
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A  
 COMPLETED ORDER WITH ALL OPTIONS SHOWN.  
 OPTIONAL EQUIPMENT MAY BE SHOWN.  
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

SCALE  
 IN INCHES



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARTRANS BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR REPRODUCED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARTRANS BUS, A DIVISION OF FOREST RIVER.

| REV. | DESCRIPTION OF CHANGE | BY  | CHK | DATE     | EON NO. | TOLERANCE UNLESS OTHERWISE SPECIFIED | STARTRANS | TITLE                |
|------|-----------------------|-----|-----|----------|---------|--------------------------------------|-----------|----------------------|
| A    | PRELIM PACKET:        | JPC |     | 05/11/15 |         | WOOD ± 1/8"                          |           | 20 PASS, 159" WB     |
| LET  |                       |     |     |          |         | OTHER ± 1/16"                        |           | 24" SENATOR II       |
|      |                       |     |     |          |         | ± 1°                                 |           |                      |
|      |                       |     |     |          |         | ± 1/2°                               |           |                      |
|      |                       |     |     |          |         | DWG. NO.                             |           | 20 PASS 158 1754 USA |



# VEH21.0 Bus 20 to 52 / MATTHEWS BUSES COMMERCIAL

## FSB COOPERATIVE PROCUREMENT OPTION ORDER FORM

AGENCY NAME: Alachua County

ADDRESS: 5620 NW 120th Lane • Gainesville • FL • 32653

ADDRESS:

PRIMARY CONTACT: Randy D. Loock

AUTHORIZED SIGNATURE:

**BUS CHASSIS WITH DESIRED PASSENGERS PLUS OPTION CONTENT IS SUBJECT TO WEIGHT APPROVAL**

**CLICK ON ARROW BUTTON (NEXT LINE) / SELECT "ALL" TO VIEW ALL OPTIONS / SELECT "NON BLANKS" TO CONDENSE THE FORM**

| QTY                             | OPTION                      | DESCRIPTION                                                                                                                                                                                                                                                                                              | PRICE     | EXT. PRICE |
|---------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|
| <b>CUTAWAY CHASSIS AND BODY</b> |                             |                                                                                                                                                                                                                                                                                                          |           |            |
| 1                               | 20 PASSENGER CAPACITY       | Ford F-550 / 19,500 GVWR Chassis, 6.7L Diesel Engine, 10 Speed Automatic Transmission, 220 Ampere Alternator, Dual Batteries, Dash HVAC, Chrome Bumper, F&R Disc Brakes, Halogen Headlights                                                                                                              | \$148,607 | \$148,607  |
|                                 | 20 PASSENGER CAPACITY       | Ford F-550 / 19,500 GVWR Chassis, 7.3L Gasoline Engine, 10 Speed Automatic Transmission, 240 Ampere Alternator, Dual Batteries, Dash HVAC, Chrome Bumper, F&R Disc Brakes, Halogen Headlights                                                                                                            | -\$12,645 | \$0        |
|                                 | UP TO 45 PASSENGER CAPACITY | Ford F-650 / 25,999 GVWR Chassis 279WB, 6.7L Diesel Engine, 6 Speed Automatic Transmission, 220 Ampere Alternator, Dual Batteries, Dash HVAC, Chrome Bumper, F&R Disc Brakes, Halogen                                                                                                                    | \$33,821  | \$0        |
| 1                               | UP TO 45 PASSENGER CAPACITY | Ford F-650 / 25,999 GVWR Chassis 279WB, 7.3L Gas Engine, 6 Speed Automatic Transmission, 220 Ampere Alternator, Dual Batteries, Dash HVAC, Chrome Bumper, F&R Disc Brakes, Halogen                                                                                                                       | \$21,171  | \$21,171   |
|                                 | UP TO 45 PASSENGER CAPACITY | Freightliner S2C / 25,999 GVWR Chassis, 6.7L Cummins Diesel Engine, 6 Speed Automatic Transmission, 279" WB, 270 Ampere Alternator, Dual Batteries, Dash HVAC, Tilt & Telescoping Steering, Chrome Bumper, F&R Disc Brakes, Taper Leaf Spring Suspension, Michelin XZE 255/70R22.5 Radial Tires, Halogen | \$30,425  | \$0        |
| <b>CHASSIS OPTIONS</b>          |                             |                                                                                                                                                                                                                                                                                                          |           |            |
| 1                               | 22029                       | EXHAUST PIPE DOWNTURN                                                                                                                                                                                                                                                                                    | \$120     | \$120      |
| 1                               | 22087                       | BATTERY BOX ASSEMBLY IN SKIRT WITH SLIDING TRAY                                                                                                                                                                                                                                                          | \$450     | \$450      |
| 1                               | 22092                       | BATTERY DISCONNECT SWITCH                                                                                                                                                                                                                                                                                | \$168     | \$168      |
|                                 | 22386                       | STAINLESS STEEL REAR BUMPER                                                                                                                                                                                                                                                                              | \$978     | \$0        |
|                                 | 22034                       | BUMPER / REAR / ROMEO RIM                                                                                                                                                                                                                                                                                | \$2,100   | \$0        |
|                                 | 22037                       | SPARE TIRE / MATCHING OEM TIRES /                                                                                                                                                                                                                                                                        | \$1,620   | \$0        |
| 1                               | 22038                       | WHEEL INSERTS / STAINLESS STEEL / ALL WHEELS                                                                                                                                                                                                                                                             | \$810     | \$810      |
|                                 | 99                          | MOR/RIDE "RS" SUSPENSION SYSTEM (F550)                                                                                                                                                                                                                                                                   | \$1,650   | \$0        |
| 1                               | 22533                       | MOR/RIDE "SRS" SUSPENSION SYSTEM (F650 GAS ENGINE)                                                                                                                                                                                                                                                       | \$1,986   | \$1,986    |
|                                 | 22503                       | RUNNING BOARD STEP - DRIVER SIDE - ALUMINUM (F550 ONLY)                                                                                                                                                                                                                                                  | \$570     | \$0        |
|                                 | 22045                       | METAL LOCKING FUEL DOOR                                                                                                                                                                                                                                                                                  | \$222     | \$0        |
|                                 | 22036                       | REAR STEP BUMPER                                                                                                                                                                                                                                                                                         | \$318     | \$0        |
|                                 | 22361                       | MANUAL HEATED REARVIEW MIRRORS                                                                                                                                                                                                                                                                           | \$774     | \$0        |
|                                 | 22361                       | REMOTE REARVIEW MIRRORS                                                                                                                                                                                                                                                                                  | \$954     | \$0        |
|                                 | 22363                       | HEATED AND REMOTE CONTROLLED REARVIEW MIRRORS                                                                                                                                                                                                                                                            | \$1,092   | \$0        |
| <b>INTERIOR OPTIONS</b>         |                             |                                                                                                                                                                                                                                                                                                          |           |            |
|                                 | 22383                       | GERFLOOR SIRIUS TRANSIT FLOORING ANTHRACITE GRAY                                                                                                                                                                                                                                                         | \$468     | \$0        |
|                                 | 22502                       | GERFLOOR SIRIUS TRANSIT FLOORING OTHER COLORS                                                                                                                                                                                                                                                            | \$630     | \$0        |
|                                 | 2885                        | GERFLOOR SIRIUS TRANSIT FLOORING WOOD LOOK                                                                                                                                                                                                                                                               | \$2,244   | \$0        |
|                                 | 22017                       | 3/4 PLYWOOD FLOORING                                                                                                                                                                                                                                                                                     | \$432     | \$0        |
|                                 | 22018                       | 3/4 MARINE PLYWOOD FLOORING                                                                                                                                                                                                                                                                              | \$822     | \$0        |
|                                 | 22541                       | RAISED FLOOR 3 STEP ENTRY FLAT TO FRONT (F550 ONLY)                                                                                                                                                                                                                                                      | \$1,056   | \$0        |
| 1                               | 20276                       | INTERIOR DRIVER'S 6" X 9" MIRROR (CONVEX ADJ. 4 WAY)                                                                                                                                                                                                                                                     | \$85      | \$85       |
| 1                               | 20301                       | DRIVERS MODESTY PANEL SECURED TO STAINLESS STEEL                                                                                                                                                                                                                                                         | \$210     | \$210      |
|                                 | 8146                        | PLEXIGLASS UPPER SHIELD BEHIND DRIVER                                                                                                                                                                                                                                                                    | \$156     | \$0        |
| 1                               | 20191                       | STORAGE AREA OVER WINDSHIELD WITH LATCHING COVER                                                                                                                                                                                                                                                         | \$168     | \$168      |
| 1                               | 22000-22001                 | FRP GRAY CEILING & REAR WALL                                                                                                                                                                                                                                                                             | \$1,140   | \$1,140    |
|                                 | 22006                       | GRAY PADDED CLOTH INTERIOR WALL & CEILING                                                                                                                                                                                                                                                                | \$408     | \$0        |

|    |           |                                                                                                                    |          |          |
|----|-----------|--------------------------------------------------------------------------------------------------------------------|----------|----------|
| 14 | 99        | DUAL USB CHARGER PORTS                                                                                             | \$125    | \$1,750  |
|    | 22007     | GRAY PADDED VINYL INTERIOR WALL & CEILING                                                                          | \$570    | \$0      |
|    |           | <b>CLIMATE CONTROL OPTIONS</b>                                                                                     |          |          |
|    | 22418     | 70,000 BTU AIR CONDITIONING SYSTEM STD                                                                             | \$0      | \$0      |
|    | 22422     | UPGRADE AC SYSTEM FROM 70K BTU TO 75K BTU CAPACITY                                                                 | \$1,510  | \$0      |
|    | 22426     | UPGRADE AC SYSTEM FROM 70K BTU TO 80K BTU CAPACITY                                                                 | \$2,640  | \$0      |
| 1  | 22430     | UPGRADE AC SYSTEM FROM 70K BTU TO 125K BTU CAPACITY                                                                | \$6,348  | \$6,348  |
|    | 26391     | ROOFTOP MOUNTED AC CONDENSER 80K                                                                                   | \$9,108  | \$0      |
|    | 22482     | UPGRADE ROOFTOP MOUNTED AC CONDENSER 100K                                                                          | \$13,596 | \$0      |
|    | 20082     | REAR HEATING SYSTEM / 35K BTU - FLOOR MOUNTED                                                                      | \$552    | \$0      |
| 1  | 20083     | REAR HEATING SYSTEM / 65K BTU - FLOOR MOUNTED                                                                      | \$672    | \$672    |
| 1  | 20089     | ELECTRIC WATER SHUT OFF VALVES FOR REAR HEAT                                                                       | \$204    | \$204    |
|    |           | <b>DOOR OPTIONS</b>                                                                                                |          |          |
|    | 2056      | MANUAL DOUBLE ENTRANCE DOORS (ELECTRIC IS STANDARD)                                                                | \$399    | \$0      |
| 1  | 8133      | EXTERIOR PASSENGER ENTERENCE DOOR KEY                                                                              | \$114    | \$114    |
|    | 8795      | KEYPAD ENRTY DOOR                                                                                                  | \$168    | \$0      |
|    | 8796      | WIRELESS REMOTE KEY FOB ENTRY DOOR (2 FOBS)                                                                        | \$486    | \$0      |
| 1  | 8016      | REAR DOOR WITH UPPER WINDOW (INCLUDES DOOR AJAR BUZZER)                                                            | \$678    | \$678    |
|    | 99        | LOWER WINDOW ON REAR DOOR                                                                                          | \$114    | \$0      |
|    | 20175     | TWIN WINDOWS EITHER SIDE OF REAR DOOR                                                                              | \$210    | \$0      |
|    |           | <b>WINDOW OPTIONS</b>                                                                                              |          |          |
|    | 20187     | UPGRADE TO SOLID WINDOWS EACH REPLACE T-SLIDERS                                                                    | \$145    | \$0      |
|    | 20186     | BONDED WINDOWS (EACH) - N/A WITH SIDE SIGN                                                                         | \$330    | \$0      |
|    | 20188     | EGRESS WINDOW - ADDITIONAL AS DESIRED BEYOND FEDERAL AND STATE REQUIREMENTS (EACH)                                 | \$78     | \$0      |
|    |           | <b>PARATRANSIT OPTIONS</b>                                                                                         |          |          |
| 1  | 99        | WHEELCHAIR ACCESS PACKAGE                                                                                          | \$12,204 | \$12,204 |
| 1  | 20246     | ADD A WHEELCHAIR SECUREMENT POSITION                                                                               | \$1,215  | \$1,215  |
|    | 20230     | INCREASE BRAUN LIFT CAPACITY FROM 800LB TO 1000LB                                                                  | \$1,002  | \$0      |
|    | 8800      | VINYL COVER FOR WHEELCHAIR LIFT                                                                                    | \$516    | \$0      |
|    |           | <b>SEATING OPTIONS</b>                                                                                             |          |          |
| 4  | 20312     | (20 PASSENGER LOW BACK SEATING STD) SEAT ADD PER DOUBLE                                                            | \$720    | \$2,880  |
|    | 20313     | (20 PASSENGER LOW BACK SEATING STD) SEAT ADD SINGLE                                                                | \$474    | \$0      |
| 14 | 8068      | UPGRADE PASSENGER SEATS FROM LOW BACK TO MID BACK TRANSIT STYLE (PER DOUBLE)                                       | \$50     | \$700    |
|    | 8066      | UPGRADE PASSENGER SEATS FROM LOW BACK TO HIGH BACK DESIGN (PER DOUBLE)                                             | \$85     | \$0      |
|    | 20319     | SINGLE PASSENGER FLIPSEAT (OFFERS SINGLE SEAT WHEN WHEELCHAIR SPACE IS NOT OCCUPIED)                               | \$768    | \$0      |
| 2  | 8084      | THREE STEP FOLD-A-WAY DOUBLE SEAT (OFFERS FORWARD FACING TWO PASSENGER SEAT WHEN WHEELCHAIR SPACE IS NOT OCCUPIED) | \$1,572  | \$3,144  |
|    | 2111      | FABRIC SEAT UPHOLSTERY L2 UPGRADE (PER PASSENGER)                                                                  | \$60     | \$0      |
|    | 2042      | FABRIC SEAT UPHOLSTERY L3 UPGRADE (PER PASSENGER)                                                                  | \$110    | \$0      |
|    | 2043      | FABRIC SEAT UPHOLSTERY L4 UPGRADE(PER PASSENGER)                                                                   | \$135    | \$0      |
|    | 2046      | FABRIC SEAT UPHOLSTERY L5 UPGRADE (PER PASSENGER)                                                                  | \$205    | \$0      |
|    | 2112      | FABRIC SEAT UPHOLSTERY L6 UPGRADE (PER PASSENGER)                                                                  | \$225    | \$0      |
|    | 2079      | RECLINER (PER SEAT)                                                                                                | \$78     | \$0      |
|    | 2157      | FOOTRESTS                                                                                                          | \$78     | \$0      |
|    | 2282      | SEAT BELT - URS RETRACTABLE TYPE (PER POSITION)                                                                    | \$168    | \$0      |
|    | 2541      | DOUBLE SEAT WITH (2) INTEGRATED CHILD SEATS (20-51LB)                                                              | \$2,838  | \$0      |
|    | 2546      | FREEDMAN 3 PT DOUBLE - MID HIGH WITH GRAB HANDLE                                                                   | \$1,680  | \$0      |
| 16 | 2077      | ARM REST - FOLDING RUBBER CUSHIONED (EACH / AT AISLE)                                                              | \$66     | \$1,056  |
|    | 2311      | GRAB HANDLE                                                                                                        | \$78     | \$0      |
|    | 2081      | SIDE SLIDER PER DOUBLE                                                                                             | \$132    | \$0      |
|    |           | <b>MISC. INTERIOR OPTIONS</b>                                                                                      |          |          |
|    | 22022     | PAINT SKIRT 28'-32'                                                                                                | \$2,070  | \$0      |
|    | 22022-99  | PAINT SKIRT 36'-40'                                                                                                | \$2,418  | \$0      |
|    | 22021     | FULL BODY PAINT 28'-32'                                                                                            | \$8,970  | \$0      |
|    | 22021-99a | FULL BODY PAINT 28'-32' (BLACK & METALLICS)                                                                        | \$10,008 | \$0      |
|    | 22021-99b | FULL BODY PAINT 36'-40'                                                                                            | \$10,350 | \$0      |
|    | 22021-99c | FULL BODY PAINT 36'-40' (BLACK & METALLICS)                                                                        | \$11,388 | \$0      |
|    | 22023     | GLOSS BLACK OUT WINDOW PAINT 28'-32'                                                                               | \$2,208  | \$0      |



|    |          |                                                                                                        |         |                  |
|----|----------|--------------------------------------------------------------------------------------------------------|---------|------------------|
|    | 22023-99 | GLOSS BLACK OUT WINDOW PAINT 36'-40'                                                                   | \$2,622 | \$0              |
|    |          | <b>SAFETY OPTIONS</b>                                                                                  |         |                  |
| 1  | 99       | 5LB FIRE EXTINGUISHER, 25 UNIT FIRST AID KIT, TRIANGLE KIT                                             | \$264   | \$264            |
|    | 20261    | AMEREX FIRE SUPPRESSION #17325-13# 2 NOZZLE SYSTEM                                                     | \$4,356 | \$0              |
| 1  | 20267    | BACK-UP ALARM                                                                                          | \$84    | \$84             |
|    | 8810     | DOOR ACTIVATED INTERIOR LIGHTS                                                                         | \$60    | \$0              |
|    | 20269    | ROSCO BACKUP WARNING SYSTEM MOUNT IN BUMPER                                                            | \$660   | \$0              |
| 1  | 8130     | DUAL ENTRY GRAB RAILS                                                                                  | \$156   | \$156            |
|    | 20180    | ROOF ESCAPE HATCH - WITH 4-WAY TILT & VENT                                                             | \$570   | \$0              |
|    |          | <b>AUDIO OPTIONS</b>                                                                                   |         |                  |
| 1  | 8287     | RADIO AM/FM/CD PLAYER W/4 SPEAKERS - 2 FRONT, 2 REAR                                                   | \$490   | \$490            |
|    | 20159    | OEM AM/FM/AUX RADIO W/4 SPEAKERS                                                                       | \$168   | \$0              |
| 1  | 8139     | PUBLIC ADDRESS SYSTEM WITH HAND HELD MICROPHONE                                                        | \$255   | \$255            |
|    |          | <b>EXTERIOR OPTIONS</b>                                                                                |         |                  |
|    | 20116    | FRONT VIEW WINDOW IN CAB OVERHEAD                                                                      | \$450   | \$0              |
|    | 20115    | FRONT ILLUMINATED ID SIGN (NO LETTERING)                                                               | \$414   | \$0              |
|    | 2180     | FRONT MULTIPLE DESTINATION SIGN                                                                        | \$2,544 | \$0              |
|    | 20118    | SIDE MULTIPLE DESTINATION SIGN                                                                         | \$2,544 | \$0              |
| 1  | 22040    | VALVE STEM EXTENDERS DUAL REAR WHEELS                                                                  | \$252   | \$252            |
|    |          | <b>LIGHT OPTIONS</b>                                                                                   |         |                  |
| 16 | 8812     | LED DUAL READING LIGHTS REQUIRES OVERHEAD STORAGE (EACH)                                               | \$60    | \$960            |
|    | 2855     | (2) 7" ROUND RED LIGHTS ON REAR WORK WITH BRAKE LIGHTS                                                 | \$276   | \$0              |
| 1  | 20136    | CENTER BRAKE LIGHT - ABOVE DOOR / WINDOW                                                               | \$102   | \$102            |
| 1  | 20135    | TURN SINGLES FLASH WITH OPEN DOOR                                                                      | \$120   | \$120            |
|    | 20140    | STROBE LIGHT ROOF MOUNTED AMBER OR WHITE                                                               | \$210   | \$0              |
| 1  | 20138    | LED MID-SHIP TURN / MARKER LIGHTS                                                                      | \$222   | \$222            |
|    |          | <b>MISC OPTIONS</b>                                                                                    |         |                  |
|    | 20203    | REAR LUGGAGE - WITH REAR DOOR, DOOR AJAR BUZZER & LIGHT, SHELVES, STEP & LIGHT (REQS 20180 ROOF HATCH) | \$1,430 | \$0              |
|    | 2006     | DL-2 POWDER COATED BIKE RACK W/DEPLOYMENT KIT                                                          | \$4,681 | \$0              |
|    | 2002     | TOW HOOKS - REAR (NOT AVAILABLE IN FRONT)                                                              | \$125   | \$0              |
|    | 20296-99 | CEILING GRAB RAILS BOTH SIDES                                                                          | \$406   | \$0              |
|    | 20199    | LUGGAGE RACK INTERIOR - 36" LENGTH w/ 2 SHELVES                                                        | \$1,388 | \$0              |
| 1  | 8020     | OVERHEAD LUGGAGE RACK BOTH SIDES                                                                       | \$1,481 | \$1,481          |
| *  |          | <b>TOTAL</b>                                                                                           |         | <b>\$210,266</b> |





## ► The Senator II HD



► Performance is not measured by how fast the bus will go, but rather by its passenger comfort and protection. The Senator II HD, with its rock-solid, steel cage frame offering passengers the best protection possible. Built on Ford's F550 chassis, the Senator II HD utilizes straight side wall construction and features a wide aisle to maximize shoulder space, giving your passengers the comfort they expect and deserve.

The Senator II HD is designed to accommodate a variety of seating arrangements including wheelchair accessibility and various storage options for luggage. The XL's chassis features proven gas and diesel engines built by Ford, which is known for quality and reliability over the long haul. Choose the Senator II HD...because performance matters.

### ► Senator II HD Features

### Features to Meet Your Specific Needs



Spacious interior with high-back seats and overhead luggage racks



Conveniently located switches and easily-accessible driver's area



Optional ADA wheelchair lift mounted in the rear of the bus



# ► The Senator II HD



## ► Standard Exterior Feature Highlights

- Fully welded aluminized steel cage construction with laminated sidewall structure meeting all applicable FMVSS requirements
- "Starview" drivers visibility window in front of entry door
- Electric actuated passenger entry door with full length glass
- 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white galvanized steel sidewalls and skirts
- Fiberglass front and rear caps
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with convex
- Sealed LED stop, tail, and turn signal lights with reverse lights
- Exterior LED front and rear marker lights

## ► Standard Interior Feature Highlights

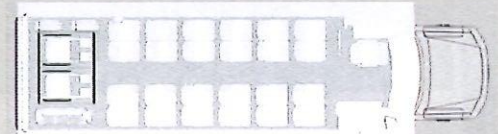
- 93" interior width
- 80" interior floor to ceiling height with standard floor (raised floor is 75")
- Floor and wall seat track for flexible seating
- Black slip resistant floor covering
- White step nosing at passenger entry door
- 5/8" exterior grade plywood flooring
- Ceiling and rear wall fabric for sound abatement
- White step nosing
- 1.25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- LED Entry door step well lights
- LED driver and passenger area lighting
- Non-retractable seat belts

## ► Popular Option Highlights

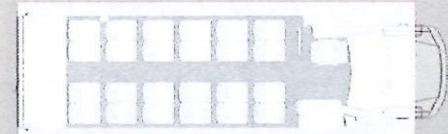
- Stainless steel wheel inserts
- Luggage storage areas (overhead luggage racks with reading lights, interior luggage racks, rear storage area)
- Rear emergency door with window(s)
- Passenger area rear heat and air conditioning
- Complete rubber flooring
- Passenger grab rails
- Padded vinyl or FRP walls and ceiling
- Fiberglass side walls and skirts
- Audio and video systems
- Mid back or high back seating
- ADA and FMVSS compliant wheel chair lifts and securement systems



24 Passenger Plus 2 Wheelchair  
4 Passenger Flip Seats Plus Driver



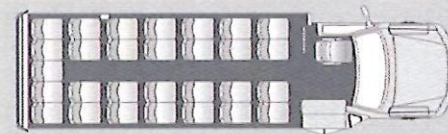
24 Passenger Plus 2 Wheelchair  
4 Passenger Foldaway Seats Plus Driver



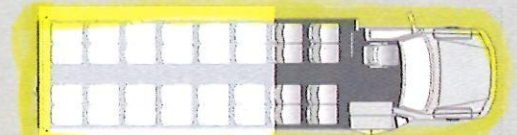
24 Passenger with Rear Luggage Plus Driver



28 Passenger with Rear Luggage Plus Driver



29 Passenger Plus Driver



32 Passenger Plus Driver



Due to our commitment to product quality, specifications and options are subject to change without notice in the interest of product improvement and market changes.

StarTrans Bus, a division of Forest River, Inc., is owned by Berkshire Hathaway, one of the most respected and financially secure companies in the industry.

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2367 Century Drive • Goshen, IN 46528 • Lit. No. STB-02/041515  
1.800.348.7440 • Fax: 574.642.3301



**VEH21.0 Bus 20 to 52 / MATTHEWS BUSES COMMERCIAL****FSB COOPERATIVE PROCUREMENT OPTION ORDER FORM**

AGENCY NAME:

ADDRESS:

ADDRESS:

PRIMARY CONTACT:

AUTHORIZED SIGNATURE:

**BUS CHASSIS WITH DESIRED PASSENGERS PLUS OPTION CONTENT IS SUBJECT TO WEIGHT APPROVAL****CLICK ON ARROW BUTTON (NEXT LINE) / SELECT "ALL" TO VIEW ALL OPTIONS / SELECT "NON BLANKS" TO CONDENSE THE FORM**

| QTY | OPTION                      | DESCRIPTION                                                                                                                                                                                                                                                                                              | PRICE     | EXT. PRICE |
|-----|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|
|     |                             | <b>CUTAWAY CHASSIS AND BODY</b>                                                                                                                                                                                                                                                                          |           |            |
|     | 20 PASSENGER CAPACITY       | Ford F-550 / 19,500 GVWR Chassis, 6.7L Diesel Engine, 10 Speed Automatic Transmission, 220 Ampere Alternator, Dual Batteries, Dash HVAC, Chrome Bumper, F&R Disc Brakes, Halogen Headlights                                                                                                              | \$148,607 | \$0        |
|     | 20 PASSENGER CAPACITY       | Ford F-550 / 19,500 GVWR Chassis, 7.3L Gasoline Engine, 10 Speed Automatic Transmission, 240 Ampere Alternator, Dual Batteries, Dash HVAC, Chrome Bumper, F&R Disc Brakes, Halogen Headlights                                                                                                            | -\$12,645 | \$0        |
|     | UP TO 45 PASSENGER CAPACITY | Ford F-650 / 25,999 GVWR Chassis 279WB, 6.7L Diesel Engine, 6 Speed Automatic Transmission, 220 Ampere Alternator, Dual Batteries, Dash HVAC, Chrome Bumper, F&R Disc Brakes, Halogen                                                                                                                    | \$33,821  | \$0        |
|     | UP TO 45 PASSENGER CAPACITY | Ford F-650 / 25,999 GVWR Chassis 279WB, 7.3L Gas Engine, 6 Speed Automatic Transmission, 220 Ampere Alternator, Dual Batteries, Dash HVAC, Chrome Bumper, F&R Disc Brakes, Halogen                                                                                                                       | \$21,171  | \$0        |
|     | UP TO 45 PASSENGER CAPACITY | Freightliner S2C / 25,999 GVWR Chassis, 6.7L Cummins Diesel Engine, 6 Speed Automatic Transmission, 279" WB, 270 Ampere Alternator, Dual Batteries, Dash HVAC, Tilt & Telescoping Steering, Chrome Bumper, F&R Disc Brakes, Taper Leaf Spring Suspension, Michelin XZE 255/70R22.5 Radial Tires, Halogen | \$30,425  | \$0        |
|     |                             | <b>CHASSIS OPTIONS</b>                                                                                                                                                                                                                                                                                   |           |            |
|     | 22029                       | EXHAUST PIPE DOWNTURN                                                                                                                                                                                                                                                                                    | \$120     | \$0        |
|     | 22087                       | BATTERY BOX ASSEMBLY IN SKIRT WITH SLIDING TRAY                                                                                                                                                                                                                                                          | \$450     | \$0        |
|     | 22092                       | BATTERY DISCONNECT SWITCH                                                                                                                                                                                                                                                                                | \$168     | \$0        |
|     | 22386                       | STAINLESS STEEL REAR BUMPER                                                                                                                                                                                                                                                                              | \$978     | \$0        |
|     | 22034                       | BUMPER / REAR / ROMEO RIM                                                                                                                                                                                                                                                                                | \$2,100   | \$0        |
|     | 22037                       | SPARE TIRE / MATCHING OEM TIRES /                                                                                                                                                                                                                                                                        | \$1,620   | \$0        |
|     | 22038                       | WHEEL INSERTS / STAINLESS STEEL / ALL WHEELS                                                                                                                                                                                                                                                             | \$810     | \$0        |
|     | 99                          | MOR/RIDE "RS" SUSPENSION SYSTEM (F550)                                                                                                                                                                                                                                                                   | \$1,650   | \$0        |
|     | 22533                       | MOR/RIDE "SRS" SUSPENSION SYSTEM (F650 GAS ENGINE)                                                                                                                                                                                                                                                       | \$1,986   | \$0        |
|     | 22503                       | RUNNING BOARD STEP - DRIVER SIDE - ALUMINUM (F550 ONLY)                                                                                                                                                                                                                                                  | \$570     | \$0        |
|     | 22045                       | METAL LOCKING FUEL DOOR                                                                                                                                                                                                                                                                                  | \$222     | \$0        |
|     | 22036                       | REAR STEP BUMPER                                                                                                                                                                                                                                                                                         | \$318     | \$0        |
|     | 22361                       | MANUAL HEATED REARVIEW MIRRORS                                                                                                                                                                                                                                                                           | \$774     | \$0        |
|     | 22361                       | REMOTE REARVIEW MIRRORS                                                                                                                                                                                                                                                                                  | \$954     | \$0        |
|     | 22363                       | HEATED AND REMOTE CONTROLLED REARVIEW MIRRORS                                                                                                                                                                                                                                                            | \$1,092   | \$0        |
|     |                             | <b>INTERIOR OPTIONS</b>                                                                                                                                                                                                                                                                                  |           |            |
|     | 22383                       | GERFLOOR SIRIUS TRANSIT FLOORING ANTHRACITE GRAY                                                                                                                                                                                                                                                         | \$468     | \$0        |
|     | 22502                       | GERFLOOR SIRIUS TRANSIT FLOORING OTHER COLORS                                                                                                                                                                                                                                                            | \$630     | \$0        |
|     | 2885                        | GERFLOOR SIRIUS TRANSIT FLOORING WOOD LOOK                                                                                                                                                                                                                                                               | \$2,244   | \$0        |
|     | 22017                       | 3/4 PLYWOOD FLOORING                                                                                                                                                                                                                                                                                     | \$432     | \$0        |
|     | 22018                       | 3/4 MARINE PLYWOOD FLOORING                                                                                                                                                                                                                                                                              | \$822     | \$0        |
|     | 22541                       | RAISED FLOOR 3 STEP ENTRY FLAT TO FRONT (F550 ONLY)                                                                                                                                                                                                                                                      | \$1,056   | \$0        |
|     | 20276                       | INTERIOR DRIVER'S 6" X 9" MIRROR (CONVEX ADJ. 4 WAY)                                                                                                                                                                                                                                                     | \$85      | \$0        |
|     | 20301                       | DRIVERS MODESTY PANEL SECURED TO STAINLESS STEEL                                                                                                                                                                                                                                                         | \$210     | \$0        |
|     | 8146                        | PLEXIGLASS UPPER SHIELD BEHIND DRIVER                                                                                                                                                                                                                                                                    | \$156     | \$0        |
|     | 20191                       | STORAGE AREA OVER WINDSHIELD WITH LATCHING COVER                                                                                                                                                                                                                                                         | \$168     | \$0        |

|  |             |                                                                                                                    |          |     |
|--|-------------|--------------------------------------------------------------------------------------------------------------------|----------|-----|
|  | 22000-22001 | FRP GRAY CEILING & REAR WALL                                                                                       | \$1,140  | \$0 |
|  | 22006       | GRAY PADDED CLOTH INTERIOR WALL & CEILING                                                                          | \$408    | \$0 |
|  | 99          | DUAL USB CHARGER PORTS                                                                                             | \$125    | \$0 |
|  | 22007       | GRAY PADDED VINYL INTERIOR WALL & CEILING                                                                          | \$570    | \$0 |
|  |             | <b><u>CLIMATE CONTROL OPTIONS</u></b>                                                                              |          |     |
|  | 22418       | 70,000 BTU AIR CONDITIONING SYSTEM STD                                                                             | \$0      | \$0 |
|  | 22422       | UPGRADE AC SYSTEM FROM 70K BTU TO 75K BTU CAPACITY                                                                 | \$1,510  | \$0 |
|  | 22426       | UPGRADE AC SYSTEM FROM 70K BTU TO 80K BTU CAPACITY                                                                 | \$2,640  | \$0 |
|  | 22430       | UPGRADE AC SYSTEM FROM 70K BTU TO 125K BTU CAPACITY                                                                | \$6,348  | \$0 |
|  | 26391       | ROOFTOP MOUNTED AC CONDENSER 80K                                                                                   | \$9,108  | \$0 |
|  | 22482       | UPGRADE ROOFTOP MOUNTED AC CONDENSER 100K                                                                          | \$13,596 | \$0 |
|  | 20082       | REAR HEATING SYSTEM / 35K BTU - FLOOR MOUNTED                                                                      | \$552    | \$0 |
|  | 20083       | REAR HEATING SYSTEM / 65K BTU - FLOOR MOUNTED                                                                      | \$672    | \$0 |
|  | 20089       | ELECTRIC WATER SHUT OFF VALVES FOR REAR HEAT                                                                       | \$204    | \$0 |
|  |             | <b><u>DOOR OPTIONS</u></b>                                                                                         |          |     |
|  | 2056        | MANUAL DOUBLE ENTRANCE DOORS (ELECTRIC IS STANDARD)                                                                | \$399    | \$0 |
|  | 8133        | EXTERIOR PASSENGER ENTERENCE DOOR KEY                                                                              | \$114    | \$0 |
|  | 8795        | KEYPAD ENRTY DOOR                                                                                                  | \$168    | \$0 |
|  | 8796        | WIRELESS REMOTE KEY FOB ENTRY DOOR (2 FOBS)                                                                        | \$486    | \$0 |
|  | 8016        | REAR DOOR WITH UPPER WINDOW (INCLUDES DOOR AJAR BUZZER)                                                            | \$678    | \$0 |
|  | 99          | LOWER WINDOW ON REAR DOOR                                                                                          | \$114    | \$0 |
|  | 20175       | TWIN WINDOWS EITHER SIDE OF REAR DOOR                                                                              | \$210    | \$0 |
|  |             | <b><u>WINDOW OPTIONS</u></b>                                                                                       |          |     |
|  | 20187       | UPGRADE TO SOLID WINDOWS EACH REPLACE T-SLIDERS                                                                    | \$145    | \$0 |
|  | 20186       | BONDED WINDOWS (EACH) - N/A WITH SIDE SIGN                                                                         | \$330    | \$0 |
|  | 20188       | EGRESS WINDOW - ADDITIONAL AS DESIRED BEYOND FEDERAL AND STATE REQUIREMENTS (EACH)                                 | \$78     | \$0 |
|  |             | <b><u>PARATRANSIT OPTIONS</u></b>                                                                                  |          |     |
|  | 99          | WHEELCHAIR ACCESS PACKAGE                                                                                          | \$12,204 | \$0 |
|  | 20246       | ADD A WHEELCHAIR SECUREMENT POSITION                                                                               | \$1,215  | \$0 |
|  | 20230       | INCREASE BRAUN LIFT CAPACITY FROM 800LB TO 1000LB                                                                  | \$1,002  | \$0 |
|  | 8800        | VINYL COVER FOR WHEELCHAIR LIFT                                                                                    | \$516    | \$0 |
|  |             | <b><u>SEATING OPTIONS</u></b>                                                                                      |          |     |
|  | 20312       | (20 PASSENGER LOW BACK SEATING STD) SEAT ADD PER DOUBLE                                                            | \$720    | \$0 |
|  | 20313       | (20 PASSENGER LOW BACK SEATING STD) SEAT ADD SINGLE                                                                | \$474    | \$0 |
|  | 8068        | UPGRADE PASSENGER SEATS FROM LOW BACK TO MID BACK TRANSIT STYLE (PER DOUBLE)                                       | \$50     | \$0 |
|  | 8066        | UPGRADE PASSENGER SEATS FROM LOW BACK TO HIGH BACK DESIGN (PER DOUBLE)                                             | \$85     | \$0 |
|  | 20319       | SINGLE PASSENGER FLIPSEAT (OFFERS SINGLE SEAT WHEN WHEELCHAIR SPACE IS NOT OCCUPIED)                               | \$768    | \$0 |
|  | 8084        | THREE STEP FOLD-A-WAY DOUBLE SEAT (OFFERS FORWARD FACING TWO PASSENGER SEAT WHEN WHEELCHAIR SPACE IS NOT OCCUPIED) | \$1,572  | \$0 |
|  | 2111        | FABRIC SEAT UPHOLSTERY L2 UPGRADE (PER PASSENGER)                                                                  | \$60     | \$0 |
|  | 2042        | FABRIC SEAT UPHOLSTERY L3 UPGRADE (PER PASSENGER)                                                                  | \$110    | \$0 |
|  | 2043        | FABRIC SEAT UPHOLSTERY L4 UPGRADE(PER PASSENGER)                                                                   | \$135    | \$0 |
|  | 2046        | FABRIC SEAT UPHOLSTERY L5 UPGRADE (PER PASSENGER)                                                                  | \$205    | \$0 |
|  | 2112        | FABRIC SEAT UPHOLSTERY L6 UPGRADE (PER PASSENGER)                                                                  | \$225    | \$0 |
|  | 2079        | RECLINER (PER SEAT)                                                                                                | \$78     | \$0 |
|  | 2157        | FOOTRESTS                                                                                                          | \$78     | \$0 |
|  | 2282        | SEAT BELT - URS RETRACTABLE TYPE (PER POSITION)                                                                    | \$168    | \$0 |
|  | 2541        | DOUBLE SEAT WITH (2) INTEGRATED CHILD SEATS (20-51LB)                                                              | \$2,838  | \$0 |
|  | 2546        | FREEDMAN 3 PT DOUBLE - MID HIGH WITH GRAB HANDLE                                                                   | \$1,680  | \$0 |
|  | 2077        | ARM REST - FOLDING RUBBER CUSHIONED (EACH / AT AISLE)                                                              | \$66     | \$0 |
|  | 2311        | GRAB HANDLE                                                                                                        | \$78     | \$0 |
|  | 2081        | SIDE SLIDER PER DOUBLE                                                                                             | \$132    | \$0 |
|  |             | <b><u>MISC. INTERIOR OPTIONS</u></b>                                                                               |          |     |
|  | 22022       | PAINT SKIRT 28'-32'                                                                                                | \$2,070  | \$0 |
|  | 22022-99    | PAINT SKIRT 36'-40'                                                                                                | \$2,418  | \$0 |
|  | 22021       | FULL BODY PAINT 28'-32'                                                                                            | \$8,970  | \$0 |

|   |           |                                                                                                        |          |     |
|---|-----------|--------------------------------------------------------------------------------------------------------|----------|-----|
|   | 22021-99a | FULL BODY PAINT 28'-32' (BLACK & METALLICS)                                                            | \$10,008 | \$0 |
|   | 22021-99b | FULL BODY PAINT 36'-40'                                                                                | \$10,350 | \$0 |
|   | 22021-99c | FULL BODY PAINT 36'-40' (BLACK & METALLICS)                                                            | \$11,388 | \$0 |
|   | 22023     | GLOSS BLACK OUT WINDOW PAINT 28'-32'                                                                   | \$2,208  | \$0 |
|   | 22023-99  | GLOSS BLACK OUT WINDOW PAINT 36'-40'                                                                   | \$2,622  | \$0 |
|   |           | <b><u>SAFETY OPTIONS</u></b>                                                                           |          |     |
|   | 99        | 5LB FIRE EXTINGUISHER, 25 UNIT FIRST AID KIT, TRIANGLE KIT                                             | \$264    | \$0 |
|   | 20261     | AMEREX FIRE SUPPRESSION #17325-13# 2 NOZZLE SYSTEM                                                     | \$4,356  | \$0 |
|   | 20267     | BACK-UP ALARM                                                                                          | \$84     | \$0 |
|   | 8810      | DOOR ACTIVATED INTERIOR LIGHTS                                                                         | \$60     | \$0 |
|   | 20269     | ROSCO BACKUP WARNING SYSTEM MOUNT IN BUMPER                                                            | \$660    | \$0 |
|   | 8130      | DUAL ENTRY GRAB RAILS                                                                                  | \$156    | \$0 |
|   | 20180     | ROOF ESCAPE HATCH - WITH 4-WAY TILT & VENT                                                             | \$570    | \$0 |
|   |           | <b><u>AUDIO OPTIONS</u></b>                                                                            |          |     |
|   | 8287      | RADIO AM/FM/CD PLAYER W/4 SPEAKERS - 2 FRONT, 2 REAR                                                   | \$490    | \$0 |
|   | 20159     | OEM AM/FM/AUX RADIO W/4 SPEAKERS                                                                       | \$168    | \$0 |
|   | 8139      | PUBLIC ADDRESS SYSTEM WITH HAND HELD MICROPHONE                                                        | \$255    | \$0 |
|   |           | <b><u>EXTERIOR OPTIONS</u></b>                                                                         |          |     |
|   | 20116     | FRONT VIEW WINDOW IN CAB OVERHEAD                                                                      | \$450    | \$0 |
|   | 20115     | FRONT ILLUMINATED ID SIGN (NO LETTERING)                                                               | \$414    | \$0 |
|   | 2180      | FRONT MULTIPLE DESTINATION SIGN                                                                        | \$2,544  | \$0 |
|   | 20118     | SIDE MULTIPLE DESTINATION SIGN                                                                         | \$2,544  | \$0 |
|   | 22040     | VALVE STEM EXTENDERS DUAL REAR WHEELS                                                                  | \$252    | \$0 |
|   |           | <b><u>LIGHT OPTIONS</u></b>                                                                            |          |     |
|   | 8812      | LED DUAL READING LIGHTS REQUIRES OVERHEAD STORAGE (EACH)                                               | \$60     | \$0 |
|   | 2855      | (2) 7" ROUND RED LIGHTS ON REAR WORK WITH BRAKE LIGHTS                                                 | \$276    | \$0 |
|   | 20136     | CENTER BRAKE LIGHT - ABOVE DOOR / WINDOW                                                               | \$102    | \$0 |
|   | 20135     | TURN SINGLES FLASH WITH OPEN DOOR                                                                      | \$120    | \$0 |
|   | 20140     | STROBE LIGHT ROOF MOUNTED AMBER OR WHITE                                                               | \$210    | \$0 |
|   | 20138     | LED MID-SHIP TURN / MARKER LIGHTS                                                                      | \$222    | \$0 |
|   |           | <b><u>MISC OPTIONS</u></b>                                                                             |          |     |
|   | 20203     | REAR LUGGAGE - WITH REAR DOOR, DOOR AJAR BUZZER & LIGHT, SHELVES, STEP & LIGHT (REQS 20180 ROOF HATCH) | \$1,430  | \$0 |
|   | 2006      | DL-2 POWDER COATED BIKE RACK W/DEPLOYMENT KIT                                                          | \$4,681  | \$0 |
|   | 2002      | TOW HOOKS - REAR (NOT AVAILABLE IN FRONT)                                                              | \$125    | \$0 |
|   | 20296-99  | CEILING GRAB RAILS BOTH SIDES                                                                          | \$406    | \$0 |
|   | 20199     | LUGGAGE RACK INTERIOR - 36" LENGTH w/ 2 SHELVES                                                        | \$1,388  | \$0 |
|   | 8020      | OVERHEAD LUGGAGE RACK BOTH SIDES                                                                       | \$1,481  | \$0 |
| * |           | <b>TOTAL</b>                                                                                           |          | \$0 |

**Bid Award****Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis**Item:** 94, StarTrans, The Senator II HD, Senator HD 28

| Zone     | Rank    | Vendor                     | Price        | Build File            | Options File            |
|----------|---------|----------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Matthews Bus Alliance Inc. | \$147,140.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Matthews Bus Alliance Inc. | \$147,140.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Matthews Bus Alliance Inc. | \$147,140.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Matthews Bus Alliance Inc. | \$147,140.00 | <a href="#">Build</a> | <a href="#">Options</a> |

\*Item bid as equivalent submission, per Section 2.08 of Contract Terms and Conditions.

# FSA Cooperative Purchasing Program



## FSA23-VEH21.1 Heavy Trucks & Buses Extension Packet



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# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive  
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665  
[flsheriffs.org](http://flsheriffs.org)    

## Contract Extension Amendment

### Contract FSA23-VEH21.0: Heavy Trucks and Busses

**Extension Term: October 1, 2024, through September 30, 2025**

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2024, through September 30, 2025. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-VEH21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

#### 1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2024, and end September 30, 2025.

For questions regarding this contract extension, please email Hugh Oliver at [holiver@flsheriffs.org](mailto:holiver@flsheriffs.org).



Hugh Oliver  
Florida Sheriffs Association  
Director- Cooperative Purchasing Program





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[www.flsheriffs.org](http://www.flsheriffs.org)  

## **Notice of Final Award FSA23-VEH21.0: Heavy Trucks & Buses**

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-VEH21.0: Heavy Trucks & Buses

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks and buses contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 81 pre-bid attendees or waivers. Of these respondents, 30 submitted bids and 29 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.



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## FSA23-VEH21.0: Heavy Trucks and Busses

### Contract Renewal

**October 1, 2024, through September 30, 2025**

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at [holiver@flsheriffs.org](mailto:holiver@flsheriffs.org).

**Name of Authorized Agent (Please Print):**

Michael Crawford

**Signature:**

Michael Crawford

**Date:**

**Awarded Vendor Company Name:**

All Roads Kenworth, LLC

05/14/2024



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## FSA23-VEH21.0: Heavy Trucks and Busses

### Contract Renewal

**October 1, 2024, through September 30, 2025**

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at [hholiver@flsheriffs.org](mailto:hholiver@flsheriffs.org).

**Name of Authorized Agent (Please Print):**

Charlie Rodgers

**Signature:**

Charlie Rodgers

Digitally signed by Charlie Rodgers  
DN: CN = Charlie Rodgers email =  
crodgers@palmettofordtrucks.com C = US O =  
Bachrodt FT, LLC OU = Palmetto Ford of Miami  
Date: 2024.04.18 15:10:52 -0400

**Awarded Vendor Company Name:**

Bachrodt FT, LLC. dba Palmetto Ford of Miami

**Date:**

April 18th, 2024



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## FSA23-VEH21.0: Heavy Trucks and Busses

### Contract Renewal

**October 1, 2024, through September 30, 2025**

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For questions regarding this contract extension, please email Hugh Oliver at [holiver@flsheriffs.org](mailto:holiver@flsheriffs.org).

**Name of Authorized Agent (Please Print):**

Jeff Young

**Awarded Vendor Company Name:**

Bozard Ford CO

**Signature:**

[Signature]

**Date:**

5/6/2024





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# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive  
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665

[flsheriffs.org](http://flsheriffs.org)    

## FSA23-VEH21.0: Heavy Trucks and Busses

### Contract Renewal

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Name of Authorized Agent (Please Print):

Tammy D Steenken

Awarded Vendor Company Name:

Broyhill Equipment LLC

Signature:

[Handwritten Signature]

Date:

04/19/2024



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## FSA23-VEH21.0: Heavy Trucks and Busses

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**Name of Authorized Agent (Please Print):**

William Young

**Signature:**



**Awarded Vendor Company Name:**

Container Systems & Equip. Co., III

**Date:**

4-15-24



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## FSA23-VEH21.0: Heavy Trucks and Busses

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**Name of Authorized Agent (Please Print):**

Chuck Calhoun

**Signature:**



**Awarded Vendor Company Name:**

Cumberland International Trucks

**Date:**

4/11/24





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## FSA23-VEH21.0: Heavy Trucks and Busses

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**Name of Authorized Agent (Please Print):**

Howard B. Williams

**Signature:**

*Howard B. Williams*

**Awarded Vendor Company Name:**

DeLand Truck Center, Inc.

**Date:**

4/12/24





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## FSA23-VEH21.0: Heavy Trucks and Busses

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**Name of Authorized Agent (Please Print):**

RICHARD TACKETT

**Signature:**



**Awarded Vendor Company Name:**

DUVAL FORD

**Date:**

4/10/24



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## FSA23-VEH21.0: Heavy Trucks and Busses

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**Name of Authorized Agent (Please Print):**

RYAN VAN WOLVELAERE

**Signature:**



**Awarded Vendor Company Name:**

FLORIDA KENWORTH, LLC

**Date:**

5/30/24



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## FSA23-VEH21.0: Heavy Trucks and Busses

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**Name of Authorized Agent (Please Print):**

Robert Frick

**Signature:**

Digitally signed by Robert  
Frick  
Date: 2024.04.10 15:22:46  
-04'00'

**Awarded Vendor Company Name:**

Florida Transportation Systems

**Date:**

4/10/24



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## FSA23-VEH21.0: Heavy Trucks and Busses

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**Name of Authorized Agent (Please Print):**

Ed Costello

**Signature:**



**Awarded Vendor Company Name:**

**Kenworth of Jacksonville**

**Date:**

**4/12/24**

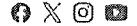


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## FSA23-VEH21.0: Heavy Trucks and Busses

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**Name of Authorized Agent (Please Print):**

Douglas Gifford

**Signature:**

Douglas  
Gifford

Digitally signed by Douglas  
Gifford  
Date: 2024.05.15 08:50:05  
-04'00'

**Awarded Vendor Company Name:**

Matthews Bus Alliance, Inc.

**Date:**

5/15/24



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**Name of Authorized Agent (Please Print):**

Nick Corley

**Signature:**



**Awarded Vendor Company Name:**

Model 1 Commercial Vehicles, Inc.

**Date:**

4-22-2024





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Tallahassee, Florida 32308

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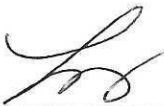
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**Name of Authorized Agent (Please Print):**

Lloyd W. BARNES, CFO

**Signature:**



**Awarded Vendor Company Name:**

NAARAD

**Date:**





5-21-24



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**Name of Authorized Agent (Please Print):**

Anthony Abatecola

**Signature:**

bc646917-97ab-4297-  
-b927-cd662cab4f24  
Digitally signed by  
bc646917-97ab-4297-b927-  
cd662cab4f24  
Date: 2024.04.10 11:09:33 -04'00'

**Awarded Vendor Company Name:**

Nextran Truck Centers

**Date:**

4/10/24





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Tallahassee, Florida 32308

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**Name of Authorized Agent (Please Print):**

ROBERT SCHARPNICK

**Signature:**



**Awarded Vendor Company Name:**

ORLANDO FREIGHTLINER

**Date:**

4-12-24

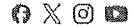


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## FSA23-VEH21.0: Heavy Trucks and Busses

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**Name of Authorized Agent (Please Print):**

Elena Christakis

**Signature:**

Elena  
Christakis

Digitally signed by Elena  
Christakis  
Date: 2024.06.11 10:24:51  
-07'00'

**Awarded Vendor Company Name:**

Phoenix Motorcars Leasing LLC

**Date:**





6/11/24



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# FLORIDA SHERIFFS ASSOCIATION

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**Name of Authorized Agent (Please Print):**

Carlos Correa

**Signature:**

Carlos Correa

Digitally signed by Carlos  
Correa  
Date: 2024.04.12 14:08:50  
-04'00'

**Awarded Vendor Company Name:**

Rechtien International Trucks

**Date:**

4/12/24



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# FLORIDA SHERIFFS ASSOCIATION

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**Name of Authorized Agent (Please Print):**

Wade Bosarge

**Signature:**

Wade Bosarge

Digitally signed by Wade  
Bosarge  
Date: 2024.04.15 11:22:47  
-04'00'

**Awarded Vendor Company Name:**

Rush Truck Centers of Florida

**Date:**

4/15/24

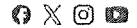


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# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive  
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665  
flsheriffs.org



## FSA23-VEH21.0: Heavy Trucks and Busses

### Contract Renewal

**October 1, 2024, through September 30, 2025**

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For questions regarding this contract extension, please email Hugh Oliver at [holiver@flsheriffs.org](mailto:holiver@flsheriffs.org).

**Name of Authorized Agent (Please Print):**

Donald Maher

**Signature:**

DONALD  
MAHER

Digitally signed by DONALD  
MAHER  
Date: 2024.04.23 16:59:38  
-04'00'

**Awarded Vendor Company Name:**

SBL FREIGHTLINER, LLC

**Date:**

4/23/24



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**Name of Authorized Agent (Please Print):**

Shane Polson

**Signature:**



**Awarded Vendor Company Name:**

Southern States ToyotaLift

**Date:**

5/20/24





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**Name of Authorized Agent (Please Print):**

DAVID C. METCALF

**Signature:**

David C. Metcalf

**Awarded Vendor Company Name:**

Sun State International Trucks

**Date:**

4/10/2024



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**Name of Authorized Agent (Please Print):**

Scott Endris

**Signature:**

**Awarded Vendor Company Name:**

Tampa Truck Center LLC

**Date:**

4/10/24






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# FLORIDA SHERIFFS ASSOCIATION

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**Name of Authorized Agent (Please Print):**

Blake R. Ebben

**Signature:**

**Awarded Vendor Company Name:**

Ten-8 Fire & Safety

**Date:**





4/10/24



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**Name of Authorized Agent (Please Print):**

Lucus Witzke

**Signature:**

Lucus Witzke

Digitally signed by Lucas  
Witzke  
Date: 2024.04.11 15:35:16  
-04'00'

**Awarded Vendor Company Name:**

Terradyne Armored Vehicles

**Date:**

4/11/24



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**Name of Authorized Agent (Please Print):**

ANDY HALLUMS

**Signature:**

[Handwritten Signature]

**Awarded Vendor Company Name:**

THE PETERBILT STORE SOUTH FLORIDA LLC

**Date:**

4/10/24



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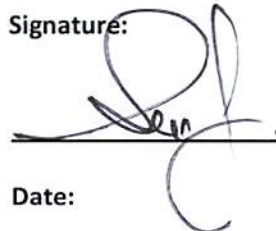
Name of Authorized Agent (Please Print):

Guillermo Chéz

Awarded Vendor Company Name:

TRUCKMAX, INC

Signature:



Date:

5-21-24



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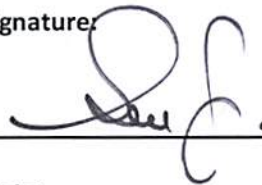
Name of Authorized Agent (Please Print):

Guillermo Chéz.

Awarded Vendor Company Name:

TRUCKMAX ISUZU

Signature:



Date:

5-21-24.





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**Name of Authorized Agent (Please Print):**

**Signature:**

Andrew T. Bennett



**Awarded Vendor Company Name:**

**Date:**

Truckwork of DeLunick Spring 5-15-24

# FSA Cooperative Purchasing Program



## FSA23-VEH21.1 Addition of Repair and Replacement Parts



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# FLORIDA SHERIFFS ASSOCIATION

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## **Contract Amendment**

### **FSA23-VEH21.1: Heavy Trucks and Buses**

### **Addition of Repair and Replacement Parts**

The Terms and Conditions of this Contract allow for modification via contract amendment as provided for in Section 1.23. Per Contract Terms and Conditions, Section 3.04, the FSA CPP reserves the right to add or delete any items from the contract when deemed to be in the best interest of FSA and purchasers, at its discretion.

FSA is amending the original contract to add a new section to Section 3.0 – General Conditions:

#### **3.26 – REPAIR AND REPLACEMENT PARTS**

*FSA authorizes awarded vendors to sell repair and replacement parts. Parts and components pricing must include the administrative fee. If a vendor wishes to offer parts under this contract, the vendor must provide a price list to FSA and offer a discount below MSRP or list price for parts and components.*

*Vendors may provide pricing by submitting a parts pricing sheet to [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org). Vendors are encouraged, but not required to use the template.*

*Items listed below are required for the submission of the pricing sheet:*

- *Description*
- *MSRP or List Price discount percentage*
- *Exceptions to discount provided*
- *Quantity discounts*

For questions regarding this contract amendment, please email [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org)



For questions regarding this contract amendment, please email Hugh Oliver at [holiver@flsheriffs.org](mailto:holiver@flsheriffs.org).

☒ Yes, we wish to offer parts. Please see our completed pricing sheet.

☐ No, we do not wish to offer parts.

Name of Authorized Agent (Please Print):

Jerry Williams

Signature:



Awarded Vendor Company Name:

Orlando Freightliner Inc.

Date:

2/16/25

# FSA Cooperative Purchasing Program



## FSA23-VEH21.1 Bid Awards

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

**Item:** 1, Endera, B-Series, B-Series

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                               | Price        | Build File            | Options File            |
|----------|-----------|--------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Florida Transportation Systems, Inc. | \$306,847.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Model 1 Commercial Vehicles, Inc.    | \$322,025.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Florida Transportation Systems, Inc. | \$306,847.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Model 1 Commercial Vehicles, Inc.    | \$322,025.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Florida Transportation Systems, Inc. | \$306,847.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Model 1 Commercial Vehicles, Inc.    | \$322,025.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Florida Transportation Systems, Inc. | \$306,847.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Model 1 Commercial Vehicles, Inc.    | \$322,025.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

**Item:** 5, Phoenix Motorcars, Z600 Type A School Bus, Z600

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                        | Price        | Build File            | Options File            |
|----------|---------|-------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Phoenix Motorcars Leasing LLC | \$271,450.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Phoenix Motorcars Leasing LLC | \$271,450.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Phoenix Motorcars Leasing LLC | \$271,450.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Phoenix Motorcars Leasing LLC | \$271,450.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

**Item:** 2, Bluebird, Vision Electric, Vision Electric

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                               | Price        | Build File            | Options File            |
|----------|---------|--------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Florida Transportation Systems, Inc. | \$413,756.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Florida Transportation Systems, Inc. | \$413,756.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Florida Transportation Systems, Inc. | \$413,756.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Florida Transportation Systems, Inc. | \$413,756.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

**Item:** 3, Bluebird, All-American Electric, T3RE

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                               | Price        | Build File            | Options File            |
|----------|---------|--------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Florida Transportation Systems, Inc. | \$431,490.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Florida Transportation Systems, Inc. | \$431,490.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Florida Transportation Systems, Inc. | \$431,490.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Florida Transportation Systems, Inc. | \$431,490.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

**Item:** 6, BYD, The Dreamer, Type D Electric School Bus

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                            | Price        | Build File            | Options File            |
|----------|---------|-----------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Model 1 Commercial Vehicles, Inc. | \$442,168.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Model 1 Commercial Vehicles, Inc. | \$442,168.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Model 1 Commercial Vehicles, Inc. | \$442,168.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Model 1 Commercial Vehicles, Inc. | \$442,168.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

**Item:** 7, Endera, B-Series, B-Series

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                               | Price        | Build File            | Options File            |
|----------|---------|--------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Florida Transportation Systems, Inc. | \$122,856.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Florida Transportation Systems, Inc. | \$122,856.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Florida Transportation Systems, Inc. | \$122,856.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Florida Transportation Systems, Inc. | \$122,856.00 | <a href="#">Build</a> | <a href="#">Options</a> |



**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

**Item:** 8, Starcraft, Allstar, Allstar

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                            | Price       | Build File            | Options File            |
|----------|---------|-----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Model 1 Commercial Vehicles, Inc. | \$86,125.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Model 1 Commercial Vehicles, Inc. | \$86,125.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Model 1 Commercial Vehicles, Inc. | \$86,125.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Model 1 Commercial Vehicles, Inc. | \$86,125.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

**Item:** 93, StarTrans, The Senator II, Senator SII 22

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                     | Price        | Build File            | Options File            |
|----------|---------|----------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Matthews Bus Alliance Inc. | \$102,622.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Matthews Bus Alliance Inc. | \$102,622.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Matthews Bus Alliance Inc. | \$102,622.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Matthews Bus Alliance Inc. | \$102,622.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

**Item:** 9, Bluebird, Vision, Vision

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                               | Price        | Build File            | Options File            |
|----------|---------|--------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Florida Transportation Systems, Inc. | \$153,047.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Florida Transportation Systems, Inc. | \$153,047.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Florida Transportation Systems, Inc. | \$153,047.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Florida Transportation Systems, Inc. | \$153,047.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

**Item:** 11, Starcraft, Allstar, Allstar

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                            | Price        | Build File            | Options File            |
|----------|---------|-----------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Model 1 Commercial Vehicles, Inc. | \$150,930.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Model 1 Commercial Vehicles, Inc. | \$150,930.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Model 1 Commercial Vehicles, Inc. | \$150,930.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Model 1 Commercial Vehicles, Inc. | \$150,930.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

**Item:** 94, StarTrans, The Senator II HD, Senator HD 28

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                     | Price        | Build File            | Options File            |
|----------|---------|----------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Matthews Bus Alliance Inc. | \$147,140.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Matthews Bus Alliance Inc. | \$147,140.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Matthews Bus Alliance Inc. | \$147,140.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Matthews Bus Alliance Inc. | \$147,140.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

**Item:** 12, Bluebird, T3RE, T3RE

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                               | Price        | Build File            | Options File            |
|----------|---------|--------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Florida Transportation Systems, Inc. | \$184,494.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Florida Transportation Systems, Inc. | \$184,494.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Florida Transportation Systems, Inc. | \$184,494.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Florida Transportation Systems, Inc. | \$184,494.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

**Item:** 13, Bluebird, T3FE, T3FE

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                               | Price        | Build File            | Options File            |
|----------|---------|--------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Florida Transportation Systems, Inc. | \$167,017.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Florida Transportation Systems, Inc. | \$167,017.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Florida Transportation Systems, Inc. | \$167,017.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Florida Transportation Systems, Inc. | \$167,017.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

**Item:** 14, Kenworth, T680E, T680E

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                   | Price        | Build File            | Options File            |
|----------|-----------|--------------------------|--------------|-----------------------|-------------------------|
| Western  |           |                          |              |                       |                         |
| Northern | Primary   | Kenworth of Jacksonville | \$467,936.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Florida Kenworth, LLC    | \$471,912.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | All Roads Kenworth, LLC. | \$500,286.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Florida Kenworth, LLC    | \$471,912.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | All Roads Kenworth, LLC. | \$500,286.00 | <a href="#">Build</a> | <a href="#">Options</a> |



**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

**Item:** 15, Peterbilt, 579EV, 579EV

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                                | Price        | Build File            | Options File            |
|----------|---------|---------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Rush Truck Centers of Florida, Inc.   | \$516,074.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Rush Truck Centers of Florida, Inc.   | \$516,074.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Rush Truck Centers of Florida, Inc.   | \$516,074.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | The Peterbilt Store South Florida LLC | \$484,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

**Item:** 16, Volvo, VNR, VNR

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                | Price        | Build File            | Options File            |
|----------|---------|-----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Nextran Truck Centers | \$399,036.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Nextran Truck Centers | \$399,036.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Nextran Truck Centers | \$399,036.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Nextran Truck Centers | \$399,036.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

**Item:** 18, International, EMV, MV60E

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                     | Price        | Build File            | Options File            |
|----------|-----------|--------------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Cumberland International Trucks of Florida | \$278,256.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Cumberland International Trucks of Florida | \$276,210.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Cumberland International Trucks of Florida | \$276,210.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Sun State International Trucks             | \$276,466.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Rechtien International Trucks              | \$276,903.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

**Item:** 19, Mack, MD7 Electric, MDe7

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                | Price        | Build File            | Options File            |
|----------|---------|-----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Nextran Truck Centers | \$250,028.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Nextran Truck Centers | \$250,028.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Nextran Truck Centers | \$250,028.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Nextran Truck Centers | \$250,028.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

**Item:** 20, Battle Motors, LNT, LNT

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                  | Price        | Build File            | Options File            |
|----------|-----------|-----------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | All Roads Kenworth, LLC.                | \$428,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Container Systems & Equipment Co., Inc. | \$437,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX, INC.                          | \$536,127.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | All Roads Kenworth, LLC.                | \$426,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Container Systems & Equipment Co., Inc. | \$437,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX, INC.                          | \$536,127.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Container Systems & Equipment Co., Inc. | \$437,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX, INC.                          | \$536,127.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | All Roads Kenworth, LLC.                | \$423,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX, INC.                          | \$536,127.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

**Item:** 21, Peterbilt, 220EV, 220

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                                | Price        | Build File            | Options File            |
|----------|---------|---------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Rush Truck Centers of Florida, Inc.   | \$360,338.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Rush Truck Centers of Florida, Inc.   | \$360,338.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Rush Truck Centers of Florida, Inc.   | \$360,338.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | The Peterbilt Store South Florida LLC | \$358,082.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 23, Ford, F-550 Crew Cab, W5G

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                      | Price       | Build File            | Options File            |
|----------|-----------|---------------------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$63,456.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$64,067.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$63,156.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$63,635.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$62,956.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$63,941.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$62,956.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$64,119.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 24, Ford, F-550 Super Cab, X5G

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                      | Price       | Build File            | Options File            |
|----------|-----------|---------------------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$62,619.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$63,686.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$62,319.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$63,253.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$62,119.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$63,559.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$62,119.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$63,737.00 | <a href="#">Build</a> | <a href="#">Options</a> |



**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 25, Ford, F-600 Super Cab, F6K

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                      | Price       | Build File            | Options File            |
|----------|-----------|---------------------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$64,652.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$65,276.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$64,352.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$64,844.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$64,152.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$65,150.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$64,152.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$65,328.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 26, Ford, F-550 Regular Cab, F5G

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor         | Price       | Build File            | Options File            |
|----------|---------|----------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Duval Ford LLC | \$61,914.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Duval Ford LLC | \$61,480.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Duval Ford LLC | \$61,786.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Duval Ford LLC | \$61,965.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 27, International, CV, 515

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                     | Price       | Build File            | Options File            |
|----------|-----------|--------------------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Cumberland International Trucks of Florida | \$69,422.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Cumberland International Trucks of Florida | \$68,392.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Sun State International Trucks             | \$68,263.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Cumberland International Trucks of Florida | \$68,392.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Rechtien International Trucks              | \$68,364.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 28, Kenworth, T180, T180

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                   | Price       | Build File            | Options File            |
|----------|---------|--------------------------|-------------|-----------------------|-------------------------|
| Western  |         |                          |             |                       |                         |
| Northern | Primary | Kenworth of Jacksonville | \$95,559.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | All Roads Kenworth, LLC. | \$95,909.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | All Roads Kenworth, LLC. | \$95,909.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

**Item:** 29, Peterbilt, 535, 535

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                                | Price        | Build File            | Options File            |
|----------|---------|---------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Rush Truck Centers of Florida, Inc.   | \$104,352.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Rush Truck Centers of Florida, Inc.   | \$104,352.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Rush Truck Centers of Florida, Inc.   | \$104,352.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | The Peterbilt Store South Florida LLC | \$106,067.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 31, Ford, F-550 Super Cab, X5H

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                      | Price       | Build File            | Options File            |
|----------|-----------|---------------------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$65,675.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$66,310.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$65,375.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$65,878.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$65,175.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$66,184.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$65,175.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$66,362.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 32, Ford, F-550 Crew Cab, W5H

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                      | Price       | Build File            | Options File            |
|----------|-----------|---------------------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$66,639.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$67,285.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$66,339.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$66,852.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$66,139.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$67,158.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$66,139.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$67,336.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 33, Ford, F-550 Regular Cab, F5H

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                      | Price       | Build File            | Options File            |
|----------|-----------|---------------------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$63,966.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$64,583.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$63,966.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$64,150.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$63,466.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$64,456.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$63,466.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$64,635.00 | <a href="#">Build</a> | <a href="#">Options</a> |



**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 34, Ford, F-600 Regular Cab, F6L

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                      | Price       | Build File            | Options File            |
|----------|-----------|---------------------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$67,298.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$67,946.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$66,993.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$67,514.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$66,793.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$67,819.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$66,793.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Duval Ford LLC                              | \$67,997.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

**Item:** 35, International, CV, 515

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                     | Price       | Build File            | Options File            |
|----------|-----------|--------------------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Cumberland International Trucks of Florida | \$73,130.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Cumberland International Trucks of Florida | \$72,095.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Sun State International Trucks             | \$71,971.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Cumberland International Trucks of Florida | \$72,095.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Rechtien International Trucks              | \$72,283.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 36, Ford, F-650 Regular Cab, F6D

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                      | Price       | Build File            | Options File            |
|----------|-----------|---------------------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$69,110.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | BOZARD FORD                                 | \$70,751.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$68,810.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | BOZARD FORD                                 | \$70,751.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$68,610.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | BOZARD FORD                                 | \$70,751.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$68,610.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | BOZARD FORD                                 | \$70,751.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 37, Freightliner, M2, 106

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                | Price       | Build File            | Options File            |
|----------|-----------|-----------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | SBL Freightliner, LLC | \$79,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$81,694.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | SBL Freightliner, LLC | \$79,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$81,694.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | SBL Freightliner, LLC | \$79,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$81,694.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | SBL Freightliner, LLC | \$79,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$81,694.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 38, Hino, L6, L6

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                | Price       | Build File            | Options File            |
|----------|-----------|-----------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | TRUCKMAX, INC.        | \$75,821.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | TRUCKMAX, INC.        | \$75,821.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nextran Truck Centers | \$80,036.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | TRUCKMAX, INC.        | \$75,821.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | TRUCKMAX, INC.        | \$75,821.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 39, International, MV, 607

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                     | Price       | Build File            | Options File            |
|----------|-----------|--------------------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Cumberland International Trucks of Florida | \$82,432.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Cumberland International Trucks of Florida | \$81,408.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Sun State International Trucks             | \$81,331.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Cumberland International Trucks of Florida | \$81,408.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Rechtien International Trucks              | \$81,883.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 40, Kenworth, T280, T280

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                   | Price        | Build File | Options File |
|----------|-----------|--------------------------|--------------|------------|--------------|
| Western  |           |                          |              |            |              |
| Northern | Primary   | Kenworth of Jacksonville | \$102,073.00 | Build      | Options      |
| Central  | Primary   | Florida Kenworth, LLC    | \$93,667.00  | Build      | Options      |
|          | Alternate | All Roads Kenworth, LLC. | \$97,413.00  | Build      | Options      |
| Southern | Primary   | Florida Kenworth, LLC    | \$93,667.00  | Build      | Options      |
|          | Alternate | All Roads Kenworth, LLC. | \$97,413.00  | Build      | Options      |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 41, Mack, MD6, MD6

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                | Price       | Build File            | Options File            |
|----------|---------|-----------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Nextran Truck Centers | \$87,179.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Nextran Truck Centers | \$87,179.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Nextran Truck Centers | \$87,179.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Nextran Truck Centers | \$87,179.00 | <a href="#">Build</a> | <a href="#">Options</a> |



**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

**Item:** 42, Peterbilt, 536, 536

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                                | Price        | Build File            | Options File            |
|----------|---------|---------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Rush Truck Centers of Florida, Inc.   | \$107,305.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Rush Truck Centers of Florida, Inc.   | \$107,305.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Rush Truck Centers of Florida, Inc.   | \$107,305.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | The Peterbilt Store South Florida LLC | \$109,703.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 43, Ford, F-750 Regular Cab, F7D

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                      | Price       | Build File            | Options File            |
|----------|-----------|---------------------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$70,737.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | BOZARD FORD                                 | \$72,136.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$70,437.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | BOZARD FORD                                 | \$72,136.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$70,237.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | BOZARD FORD                                 | \$72,136.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$70,237.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | BOZARD FORD                                 | \$72,136.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 44, Freightliner, M2, 106

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                | Price       | Build File            | Options File            |
|----------|-----------|-----------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Tampa Truck Center    | \$81,489.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Orlando Freightliner  | \$81,514.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | SBL Freightliner, LLC | \$81,700.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Orlando Freightliner  | \$81,229.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$81,489.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | SBL Freightliner, LLC | \$81,700.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Orlando Freightliner  | \$80,922.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$81,489.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | SBL Freightliner, LLC | \$81,700.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | SBL Freightliner, LLC | \$80,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$81,489.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Orlando Freightliner  | \$81,514.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 45, Hino, L7, L7

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                | Price       | Build File            | Options File            |
|----------|-----------|-----------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | TRUCKMAX, INC.        | \$80,327.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | TRUCKMAX, INC.        | \$80,327.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nextran Truck Centers | \$81,939.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | TRUCKMAX, INC.        | \$80,327.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | TRUCKMAX, INC.        | \$80,327.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 46, International, MV, 607

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                     | Price       | Build File            | Options File            |
|----------|-----------|--------------------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Cumberland International Trucks of Florida | \$83,917.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Cumberland International Trucks of Florida | \$82,893.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Sun State International Trucks             | \$82,816.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Cumberland International Trucks of Florida | \$82,893.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Rechtien International Trucks              | \$83,205.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 47, Kenworth, T380, T380

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                   | Price        | Build File | Options File |
|----------|-----------|--------------------------|--------------|------------|--------------|
| Western  |           |                          |              |            |              |
| Northern | Primary   | Kenworth of Jacksonville | \$102,925.00 | Build      | Options      |
| Central  | Primary   | Florida Kenworth, LLC    | \$96,463.00  | Build      | Options      |
|          | Alternate | All Roads Kenworth, LLC. | \$98,800.00  | Build      | Options      |
| Southern | Primary   | Florida Kenworth, LLC    | \$96,463.00  | Build      | Options      |
|          | Alternate | All Roads Kenworth, LLC. | \$98,800.00  | Build      | Options      |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 48, Mack, MD7, MD7

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                | Price       | Build File            | Options File            |
|----------|---------|-----------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Nextran Truck Centers | \$92,593.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Nextran Truck Centers | \$92,593.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Nextran Truck Centers | \$92,593.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Nextran Truck Centers | \$92,593.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 49, Peterbilt, 537, 537

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                                | Price        | Build File            | Options File            |
|----------|---------|---------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Rush Truck Centers of Florida, Inc.   | \$111,720.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Rush Truck Centers of Florida, Inc.   | \$111,720.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Rush Truck Centers of Florida, Inc.   | \$111,720.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | The Peterbilt Store South Florida LLC | \$115,029.00 | <a href="#">Build</a> | <a href="#">Options</a> |



**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

**Item:** 50, Western Star, 47X, 47X

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor             | Price        | Build File            | Options File            |
|----------|---------|--------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Tampa Truck Center | \$114,258.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Tampa Truck Center | \$114,258.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Tampa Truck Center | \$114,258.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Tampa Truck Center | \$114,258.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 51, Freightliner, M2, 112

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                | Price        | Build File            | Options File            |
|----------|-----------|-----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Orlando Freightliner  | \$114,240.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | SBL Freightliner, LLC | \$114,800.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$115,057.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Orlando Freightliner  | \$114,240.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | SBL Freightliner, LLC | \$114,800.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$115,057.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Orlando Freightliner  | \$113,660.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | SBL Freightliner, LLC | \$113,800.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$115,057.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | SBL Freightliner, LLC | \$112,800.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Orlando Freightliner  | \$114,240.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$115,057.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 52, International, HV, 613

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                     | Price        | Build File            | Options File            |
|----------|-----------|--------------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Cumberland International Trucks of Florida | \$118,746.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Cumberland International Trucks of Florida | \$117,721.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Sun State International Trucks             | \$117,665.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Cumberland International Trucks of Florida | \$117,721.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Rechtien International Trucks              | \$118,336.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 53, International, HX, 62F

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                     | Price        | Build File            | Options File            |
|----------|-----------|--------------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Cumberland International Trucks of Florida | \$133,958.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Cumberland International Trucks of Florida | \$132,946.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Sun State International Trucks             | \$132,819.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Cumberland International Trucks of Florida | \$132,946.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Rechtien International Trucks              | \$133,958.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 54, Kenworth, T880, T880

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                   | Price        | Build File | Options File |
|----------|-----------|--------------------------|--------------|------------|--------------|
| Western  |           |                          |              |            |              |
| Northern | Primary   | Kenworth of Jacksonville | \$142,390.00 | Build      | Options      |
| Central  | Primary   | Florida Kenworth, LLC    | \$141,784.00 | Build      | Options      |
|          | Alternate | All Roads Kenworth, LLC. | \$142,158.00 | Build      | Options      |
| Southern | Primary   | Florida Kenworth, LLC    | \$141,784.00 | Build      | Options      |
|          | Alternate | All Roads Kenworth, LLC. | \$142,158.00 | Build      | Options      |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 55, Mack, AN or G Series, AN or G Series

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                | Price        | Build File            | Options File            |
|----------|---------|-----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Nextran Truck Centers | \$136,427.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Nextran Truck Centers | \$136,427.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Nextran Truck Centers | \$136,427.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Nextran Truck Centers | \$136,427.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 56, Peterbilt, 567, 567

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                                | Price        | Build File            | Options File            |
|----------|---------|---------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Rush Truck Centers of Florida, Inc.   | \$161,416.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Rush Truck Centers of Florida, Inc.   | \$161,416.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Rush Truck Centers of Florida, Inc.   | \$161,416.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | The Peterbilt Store South Florida LLC | \$163,188.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 57, Volvo, V Series, V Series

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                | Price        | Build File            | Options File            |
|----------|---------|-----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Nextran Truck Centers | \$136,489.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Nextran Truck Centers | \$136,489.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Nextran Truck Centers | \$136,489.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Nextran Truck Centers | \$136,489.00 | <a href="#">Build</a> | <a href="#">Options</a> |



**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

**Item:** 58, Western Star, 47X, 47X

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor               | Price        | Build File            | Options File            |
|----------|-----------|----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Tampa Truck Center   | \$132,716.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Orlando Freightliner | \$133,306.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Tampa Truck Center   | \$132,716.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Orlando Freightliner | \$133,306.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Tampa Truck Center   | \$132,716.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Orlando Freightliner | \$132,736.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Tampa Truck Center   | \$132,737.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Orlando Freightliner | \$133,306.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 59, Freightliner, M2, 112

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                | Price        | Build File            | Options File            |
|----------|-----------|-----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Orlando Freightliner  | \$108,265.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | SBL Freightliner, LLC | \$108,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$113,309.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Orlando Freightliner  | \$108,265.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | SBL Freightliner, LLC | \$108,900.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$113,309.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Orlando Freightliner  | \$108,265.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | SBL Freightliner, LLC | \$108,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$113,309.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | SBL Freightliner, LLC | \$106,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Orlando Freightliner  | \$108,265.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$113,309.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 60, International, HX, 62F

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                     | Price        | Build File            | Options File            |
|----------|-----------|--------------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Cumberland International Trucks of Florida | \$130,924.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Cumberland International Trucks of Florida | \$129,914.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Sun State International Trucks             | \$129,850.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Cumberland International Trucks of Florida | \$129,914.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Rechtien International Trucks              | \$130,335.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 61, International, HV, 613

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                     | Price        | Build File            | Options File            |
|----------|-----------|--------------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Cumberland International Trucks of Florida | \$117,875.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Cumberland International Trucks of Florida | \$116,850.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Sun State International Trucks             | \$116,812.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Cumberland International Trucks of Florida | \$116,850.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Rechtien International Trucks              | \$118,380.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 62, Kenworth, T880, T880

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                   | Price        | Build File            | Options File            |
|----------|-----------|--------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Truckworx Kenworth       | \$173,342.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Kenworth of Jacksonville | \$146,040.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | All Roads Kenworth, LLC. | \$136,917.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Florida Kenworth, LLC    | \$137,927.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | All Roads Kenworth, LLC. | \$136,917.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Florida Kenworth, LLC    | \$137,927.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 63, Mack, AN or G Series, AN or G Series

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                | Price        | Build File            | Options File            |
|----------|---------|-----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Nextran Truck Centers | \$143,570.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Nextran Truck Centers | \$143,570.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Nextran Truck Centers | \$143,570.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Nextran Truck Centers | \$143,570.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 64, Peterbilt, 5671, 5671

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                                | Price        | Build File            | Options File            |
|----------|---------|---------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Rush Truck Centers of Florida, Inc.   | \$161,015.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Rush Truck Centers of Florida, Inc.   | \$161,015.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Rush Truck Centers of Florida, Inc.   | \$161,015.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | The Peterbilt Store South Florida LLC | \$165,308.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 65, Volvo, V Series, V Series

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                | Price        | Build File            | Options File            |
|----------|---------|-----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Nextran Truck Centers | \$138,213.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Nextran Truck Centers | \$138,213.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Nextran Truck Centers | \$138,213.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Nextran Truck Centers | \$138,213.00 | <a href="#">Build</a> | <a href="#">Options</a> |



**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

**Item:** 66, Western Star, 49X, 49X

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                | Price        | Build File            | Options File            |
|----------|-----------|-----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Orlando Freightliner  | \$130,391.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$133,340.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | SBL Freightliner, LLC | \$144,599.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Orlando Freightliner  | \$130,391.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$133,340.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | SBL Freightliner, LLC | \$144,599.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Orlando Freightliner  | \$129,803.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$133,340.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | SBL Freightliner, LLC | \$144,599.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Orlando Freightliner  | \$130,391.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Tampa Truck Center    | \$133,340.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | SBL Freightliner, LLC | \$137,599.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis: Tilt Cab (DRW) 4x2

**Item:** 67, Battle Motors, LNT, LNT-21

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                  | Price        | Build File            | Options File            |
|----------|-----------|-----------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | All Roads Kenworth, LLC.                | \$177,207.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Container Systems & Equipment Co., Inc. | \$178,411.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | All Roads Kenworth, LLC.                | \$177,207.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Container Systems & Equipment Co., Inc. | \$178,411.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Container Systems & Equipment Co., Inc. | \$178,411.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | All Roads Kenworth, LLC.                | \$177,207.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis: Tilt Cab (DRW) 4x2

**Item:** 68, Isuzu, NPR-HD, N3F1

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                    | Price       | Build File            | Options File            |
|----------|-----------|---------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | DeLand Truck Center, Inc. | \$51,824.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX ISUZU            | \$52,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nextran Truck Centers     | \$55,915.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | DeLand Truck Center, Inc. | \$51,824.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX ISUZU            | \$52,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nextran Truck Centers     | \$55,915.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | DeLand Truck Center, Inc. | \$51,824.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX ISUZU            | \$52,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nextran Truck Centers     | \$55,915.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | DeLand Truck Center, Inc. | \$51,824.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX ISUZU            | \$52,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nextran Truck Centers     | \$55,915.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis: Tilt Cab (DRW) 4x2

**Item:** 69, Isuzu, FTR Chassis, MT1/G1

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                    | Price       | Build File            | Options File            |
|----------|-----------|---------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | DeLand Truck Center, Inc. | \$77,591.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX ISUZU            | \$84,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nextran Truck Centers     | \$85,944.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | DeLand Truck Center, Inc. | \$77,591.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX ISUZU            | \$84,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nextran Truck Centers     | \$85,944.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | DeLand Truck Center, Inc. | \$77,591.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX ISUZU            | \$84,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nextran Truck Centers     | \$85,944.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | DeLand Truck Center, Inc. | \$77,591.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX ISUZU            | \$84,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nextran Truck Centers     | \$85,944.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis: Tilt Cab (DRW) 4x2

**Item:** 70, Kenworth, K270, K270

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                   | Price       | Build File | Options File |
|----------|-----------|--------------------------|-------------|------------|--------------|
| Western  |           |                          |             |            |              |
| Northern | Primary   | Kenworth of Jacksonville | \$99,510.00 | Build      | Options      |
| Central  | Primary   | Florida Kenworth, LLC    | \$96,870.00 | Build      | Options      |
|          | Alternate | All Roads Kenworth, LLC. | \$99,516.00 | Build      | Options      |
| Southern | Primary   | Florida Kenworth, LLC    | \$96,870.00 | Build      | Options      |
|          | Alternate | All Roads Kenworth, LLC. | \$99,516.00 | Build      | Options      |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Cab and Chassis: Tilt Cab (DRW) 4x2

**Item:** 71, Peterbilt, 2201, 220

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                                | Price        | Build File            | Options File            |
|----------|---------|---------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Rush Truck Centers of Florida, Inc.   | \$119,856.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Rush Truck Centers of Florida, Inc.   | \$119,856.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Rush Truck Centers of Florida, Inc.   | \$119,856.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | The Peterbilt Store South Florida LLC | \$122,502.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Mobile Command Unit/Critical Response Unit

**Item:** 76, Frontline Communications, CRU-22, CRU-22

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                   | Price        | Build File | Options File |
|----------|---------|--------------------------|--------------|------------|--------------|
| Western  | Primary | Ten-8 Fire & Safety, LLC | \$341,795.00 | Build      | Options      |
| Northern | Primary | Ten-8 Fire & Safety, LLC | \$341,795.00 | Build      | Options      |
| Central  | Primary | Ten-8 Fire & Safety, LLC | \$341,795.00 | Build      | Options      |
| Southern | Primary | Ten-8 Fire & Safety, LLC | \$341,795.00 | Build      | Options      |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 78, Battle Motors, LET II, LET II

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                  | Price        | Build File            | Options File            |
|----------|-----------|-----------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Container Systems & Equipment Co., Inc. | \$435,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | All Roads Kenworth, LLC.                | \$466,590.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX, INC.                          | \$537,981.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Container Systems & Equipment Co., Inc. | \$435,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | All Roads Kenworth, LLC.                | \$463,590.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX, INC.                          | \$537,981.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Container Systems & Equipment Co., Inc. | \$435,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX, INC.                          | \$537,981.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | All Roads Kenworth, LLC.                | \$460,590.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | TRUCKMAX, INC.                          | \$537,981.00 | <a href="#">Build</a> | <a href="#">Options</a> |



**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 80, Mack, Mack LR Electric, Mack LR Electric

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                | Price        | Build File            | Options File            |
|----------|---------|-----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Nextran Truck Centers | \$489,564.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Nextran Truck Centers | \$489,564.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Nextran Truck Centers | \$489,564.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Nextran Truck Centers | \$489,564.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 81, Peterbilt, 520EV, 520EV

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                                | Price        | Build File            | Options File            |
|----------|---------|---------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Rush Truck Centers of Florida, Inc.   | \$513,746.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Rush Truck Centers of Florida, Inc.   | \$513,746.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Rush Truck Centers of Florida, Inc.   | \$513,746.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | The Peterbilt Store South Florida LLC | \$509,545.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 82, Autocar, ACX64, ACX64

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                      | Price        | Build File            | Options File            |
|----------|-----------|---------------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$204,315.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Florida Kenworth, LLC                       | \$204,974.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nacarato Trucks General Partnership         | \$206,413.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$202,915.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Florida Kenworth, LLC                       | \$204,974.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nacarato Trucks General Partnership         | \$206,413.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$200,415.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Florida Kenworth, LLC                       | \$204,974.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nacarato Trucks General Partnership         | \$206,413.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Bachrodt FT, LLC dba Palmetto Ford of Miami | \$199,715.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Florida Kenworth, LLC                       | \$204,974.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nacarato Trucks General Partnership         | \$206,413.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 83, Battle Motors, LET2, LET2-44

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                                  | Price        | Build File | Options File |
|----------|-----------|-----------------------------------------|--------------|------------|--------------|
| Western  | Primary   | All Roads Kenworth, LLC.                | \$212,088.00 | Build      | Options      |
|          | Alternate | Container Systems & Equipment Co., Inc. | \$212,700.00 | Build      | Options      |
|          | Alternate | TRUCKMAX, INC.                          | \$293,575.00 | Build      | Options      |
| Northern | Primary   | All Roads Kenworth, LLC.                | \$212,088.00 | Build      | Options      |
|          | Alternate | Container Systems & Equipment Co., Inc. | \$212,700.00 | Build      | Options      |
|          | Alternate | TRUCKMAX, INC.                          | \$293,575.00 | Build      | Options      |
| Central  | Primary   | Container Systems & Equipment Co., Inc. | \$212,700.00 | Build      | Options      |
|          | Alternate | TRUCKMAX, INC.                          | \$293,575.00 | Build      | Options      |
| Southern | Primary   | All Roads Kenworth, LLC.                | \$212,088.00 | Build      | Options      |
|          | Alternate | TRUCKMAX, INC.                          | \$293,575.00 | Build      | Options      |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 85, Mack, TE Series, TE Series

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                | Price        | Build File            | Options File            |
|----------|---------|-----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Nextran Truck Centers | \$185,003.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Nextran Truck Centers | \$185,003.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Nextran Truck Centers | \$185,003.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Nextran Truck Centers | \$185,003.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

**Item:** 86, Peterbilt, 520, 520

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                                | Price        | Build File            | Options File            |
|----------|---------|---------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Rush Truck Centers of Florida, Inc.   | \$206,815.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Rush Truck Centers of Florida, Inc.   | \$206,815.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Rush Truck Centers of Florida, Inc.   | \$206,815.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | The Peterbilt Store South Florida LLC | \$209,896.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

**Item:** 87, Broyhill, TD3.6, TD3.6

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                 | Price        | Build File            | Options File            |
|----------|---------|------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Broyhill Equipment LLC | \$262,159.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Broyhill Equipment LLC | \$262,159.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Broyhill Equipment LLC | \$262,159.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Broyhill Equipment LLC | \$262,159.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Tactical Armored Vehicles

**Item:** 88, Terradyne, Gurkha MPV, Gurkha MPV

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank    | Vendor                          | Price        | Build File            | Options File            |
|----------|---------|---------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Terradyne Armored Vehicles Inc. | \$220,821.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Terradyne Armored Vehicles Inc. | \$221,316.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Terradyne Armored Vehicles Inc. | \$220,821.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Terradyne Armored Vehicles Inc. | \$221,316.00 | <a href="#">Build</a> | <a href="#">Options</a> |



**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Terminal Tractor

**Item:** 89, Autocar, ACTT42, ACTT42

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                     | Price        | Build File | Options File |
|----------|-----------|----------------------------|--------------|------------|--------------|
| Western  | Primary   | Southern States ToyotaLift | \$142,995.00 | Build      | Options      |
|          | Alternate | SBL Freightliner, LLC      | \$151,389.00 | Build      | Options      |
| Northern | Primary   | Southern States ToyotaLift | \$142,995.00 | Build      | Options      |
|          | Alternate | SBL Freightliner, LLC      | \$151,389.00 | Build      | Options      |
| Central  | Primary   | Southern States ToyotaLift | \$142,995.00 | Build      | Options      |
|          | Alternate | SBL Freightliner, LLC      | \$149,389.00 | Build      | Options      |
| Southern | Primary   | SBL Freightliner, LLC      | \$147,389.00 | Build      | Options      |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Terminal Tractor

**Item:** 90, Kalmar Ottawa, T2, 71056

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                        | Price        | Build File            | Options File            |
|----------|-----------|-------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Kenworth of Jacksonville      | \$139,341.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Rechtien International Trucks | \$146,959.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Kenworth of Jacksonville      | \$139,240.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Rechtien International Trucks | \$146,959.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Kenworth of Jacksonville      | \$139,442.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Rechtien International Trucks | \$146,959.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Kenworth of Jacksonville      | \$139,643.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Rechtien International Trucks | \$146,959.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Terminal Tractor

**Item:** 91, Kalmar Ottawa, T2 4x2 Offroad, 71055

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                        | Price        | Build File | Options File |
|----------|-----------|-------------------------------|--------------|------------|--------------|
| Western  | Primary   | Kenworth of Jacksonville      | \$135,551.00 | Build      | Options      |
|          | Alternate | Rechtien International Trucks | \$144,950.00 | Build      | Options      |
| Northern | Primary   | Kenworth of Jacksonville      | \$135,450.00 | Build      | Options      |
|          | Alternate | Rechtien International Trucks | \$144,950.00 | Build      | Options      |
| Central  | Primary   | Kenworth of Jacksonville      | \$135,652.00 | Build      | Options      |
|          | Alternate | Rechtien International Trucks | \$144,950.00 | Build      | Options      |
| Southern | Primary   | Kenworth of Jacksonville      | \$135,853.00 | Build      | Options      |
|          | Alternate | Rechtien International Trucks | \$144,950.00 | Build      | Options      |

**Bid Award**

**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses

**Group:** Terminal Tractor

**Item:** 92, Tico, Pro-Spotter, Pro-Spotter

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                              | Price        | Build File            | Options File            |
|----------|-----------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary   | Tampa Truck Center                  | \$148,121.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nacarato Trucks General Partnership | \$149,167.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Tampa Truck Center                  | \$148,121.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nacarato Trucks General Partnership | \$149,167.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Tampa Truck Center                  | \$148,121.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nacarato Trucks General Partnership | \$149,167.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Tampa Truck Center                  | \$148,121.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Nacarato Trucks General Partnership | \$149,167.00 | <a href="#">Build</a> | <a href="#">Options</a> |

# **FSA Cooperative Purchasing Program**



## **FSA23-VEH21.1: Heavy Trucks & Buses Terms & Conditions**

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions

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# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

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**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions

## **1.0 GENERAL CONDITIONS**

### **1.01 BID CORRESPONDENCE**

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association  
Attn: Cooperative Purchasing Program Coordinator  
2617 Mahan Drive  
Tallahassee, FL 32308  
E-mail: [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org)

### **1.02 PURPOSE**

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

### **1.03 TERM OF CONTRACT**

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

### **1.04 JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

### **1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER**

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

# **FLORIDA SHERIFFS ASSOCIATION**

## **Cooperative Purchasing Program**

### **Contract Terms and Conditions**

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

#### **1.06 FUNDING**

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

#### **1.07 CURRENCY**

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

#### **1.08 GENERAL DEFINITIONS**

The terms used in this contract are defined as the following:

- A. **Base Specification:** Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.
- B. **Bid System:** The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. **Bidder:** A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- D. **Build sheet:** A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- E. **Dealer:** An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. **End User:** A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

- G. **Factory:** Refers to the manufacturer produced products.
- H. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.
- I. **Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP):** The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
  - a. Manufacturer's Computer Printouts
  - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
  - c. Manufacturer's Annual U.S. Price Book
  - d. Manufacturer's official website
- M. **Non-Scheduled Option:** Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchase Order:** A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.
- Q. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

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- S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.
- T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.
- U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.
- V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

#### **1.09 ELIGIBLE PURCHASERS OF CONTRACT**

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

#### **1.10 LEGAL REQUIREMENTS**

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

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contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

### **1.11 PATENTS & ROYALTIES**

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

### **1.12 FEDERAL AND STATE STANDARDS**

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

### **1.13 UNDERWRITERS' LABORATORIES**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

### **1.14 AMERICANS WITH DISABILITIES ACT**

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

### **1.15 REASONABLE ACCOMMODATION**

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

### **1.16 DISADVANTAGED BUSINESSES**

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

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- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

#### **1.17 ANTI-DISCRIMINATION**

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

#### **1.18 BEST COMMERCIAL PRACTICES**

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

#### **1.19 PUBLIC ENTITY CRIMES (PEC)**

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes 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 vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### **1.20 TAX EXEMPTION**

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

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#### 1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

#### 1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

#### 1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org) with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.



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**1.24 SIGNED BID CONSIDERED AN OFFER**

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

**1.25 ASSIGNMENT OF CONTRACT**

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor prior to conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

**1.26 TERMINATION OF PRODUCT LINE**

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

**1.27 DEMONSTRATION OF COMPETENCY**

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

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#### **1.28 VENDOR ABILITY TO PERFORM**

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

#### **1.29 FINANCIAL RESPONSIBILITY**

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

#### **1.30 QUALITY AND SAFETY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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### 1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

### 1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

### 1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

### 1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

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Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

### **1.35 LICENSES AND PERMITS**

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

### **1.36 PERFORMANCE BONDS**

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

### **1.37 ELIMINATION FROM CONSIDERATION**

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

### **1.38 INDEPENDENT PREPARATION**

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

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default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

#### **1.39 DEFAULT**

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

#### **1.40 PROTESTS AND ARBITRATION**

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

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amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

#### **1.41 NONPERFORMANCE**

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

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Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

#### **1.42 SEVERABILITY**

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

#### **1.43 TERMINATION FOR CAUSE**

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

#### **1.44 TERMINATION WITHOUT CAUSE**

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

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Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

#### 1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org), and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.



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## **2.0 BIDDER INSTRUCTIONS**

### **2.01 QUALIFICATION**

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
  - Warranty Service Plan Attestation
  - Emergency Technician Attestation
- Compliance Attestations
  - E-Verify
  - Drug-Free Workplace
  - Workers Compensation
  - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
  - Certification Regarding Debarment and Suspension
  - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
  - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

### **2.02 LICENSING AND FACILITIES**

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
  - Response time to initial call from purchaser,

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- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

## **2.03 INSURANCE AND INDEMNIFICATION**

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

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The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

*The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

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termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

#### **2.04 SPECIFICATIONS**

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

#### **2.05 SEALED BIDS**

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

#### **2.06 MISTAKES**

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

#### **2.07 EXCEPTIONS**

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

#### **2.08 EQUIVALENTS**

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

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descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

#### **2.09 MANDATORY PRE-BID MEETING**

Prospective Bidders are required to attend or participate in the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

#### **2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID**

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

#### **2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID**

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year’s models, when the manufacturer changes price during the contract

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term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least "Item Cost", be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year's model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

## **2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING**

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

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## 2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. See Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

*Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in*

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*the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.*

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

## 2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory



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package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

## **2.15 EMERGENCY LIGHTS AND SIRENS**

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

### Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

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- Estimated labor hours
- Labor cost per hour

## 2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

### Bid System: VendorLink

The Bid System is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at [support@evendorlink.com](mailto:support@evendorlink.com) if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

### Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
  - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
  - Bid Price for each item bid by zone, as defined in Section 2.11
  - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
  - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

### Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

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- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

#### **2.17 ZONE BIDDING**

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

#### **2.18 EXECUTION OF BID**

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

#### **2.19 MODIFICATION OR WITHDRAWALS OF BIDS**

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

#### **2.20 LATE BIDS**

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

#### **2.21 BID OPENING**

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

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## **2.22 DETERMINATION OF RESPONSIVENESS**

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

## **2.23 RESPONSIBLE BIDDER CRITERIA**

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

## **2.24 BASIS FOR AWARD**

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

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Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

#### **2.25 BID TABULATIONS**

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

#### **2.26 MINOR IRREGULARITIES/RIGHT TO REJECT**

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

#### **2.27 CONE OF SILENCE**

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

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### **3.0 CONTRACT CONDITIONS**

#### **3.01 GENERAL REQUIREMENTS**

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

#### **3.02 STATEMENT OF AUTHORITY**

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

#### **3.03 VENDOR CONTACT INFORMATION**

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

#### **3.04 ADDITIONS OR DELETIONS**

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

#### **3.05 CONTRACT EXTENSION**

##### Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

##### Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

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#### **3.06 PRICE ADJUSTMENT**

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

##### **Annual Price Adjustment**

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

##### **Changes to Manufacturer Production or Design**

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

##### **Manufacturer Certified Adjustments**

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

##### **Equitable Adjustments**

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

#### **3.07 CONDITIONS**

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

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### 3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

### 3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

### 3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

### 3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

### 3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

### 3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to



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be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

#### **3.14 VENDOR-INSTALLED OPTIONS**

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

#### **3.15 NON-SCHEDULED OPTIONS**

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

#### **3.16 FORCE MAJEURE**

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

#### **3.17 PURCHASE ORDERS**

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

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A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to [coop@flsheriffs.org](mailto:coop@flsheriffs.org). Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

### 3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

### 3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

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delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

### **3.20 INSPECTION AND ACCEPTANCE**

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

### **3.21 INVOICING AND PAYMENTS**

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

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Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

### 3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

### 3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to [reports@flsheriffs.org](mailto:reports@flsheriffs.org). The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

|                   |                         |                |            |
|-------------------|-------------------------|----------------|------------|
| Year 1 Quarter 1: | October 1 – December 31 | Q1 Report Due: | January 15 |
| Year 1 Quarter 2: | January 1 – March 31    | Q2 Report Due: | April 15   |
| Year 1 Quarter 3: | April 1 – June 30       | Q3 Report Due: | July 15    |
| Year 1 Quarter 4: | July 1 – September 30   | Q4 Report Due: | October 15 |

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

### 3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

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The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association  
Cooperative Purchasing Program  
2617 Mahan Drive  
Tallahassee, FL 32308

### **3.25 LIQUIDATED DAMAGES**

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16<sup>th</sup> day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

#### **Schedule of Liquidated Damages**

|                                                                                                        |                                                                            |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Failure to submit quarterly report on time                                                             | \$25 per calendar day                                                      |
| Failure to submit administrative fee on time                                                           | \$25 per calendar day                                                      |
| Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date | \$100 per Purchase Order                                                   |
| Failure to Report Sales                                                                                | .0075 of the sales price plus 1.5% each month following the delivery date. |

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Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

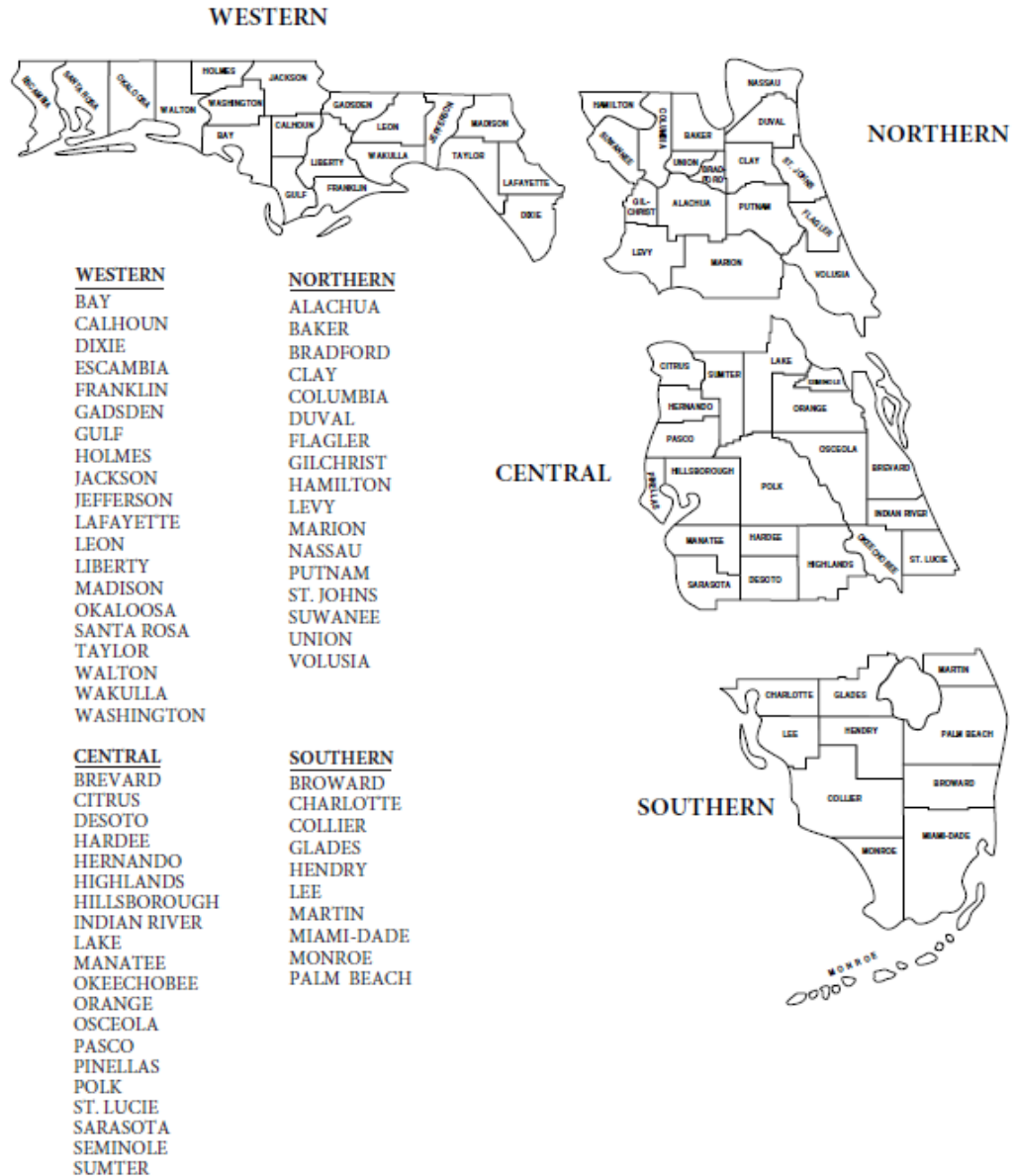
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#### Appendix A: Zone Map

### FSA CONTRACT ZONE MAP



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Appendix B. Bid Calendar

| <b>FSA23-VEL31.0</b>                                    |                       |
|---------------------------------------------------------|-----------------------|
| <b>Bid Calendar Task</b>                                | <b>Date</b>           |
| Invitation to Bid Announcement (ITB)                    | 5/1/2023 & 5/15/2023  |
| Voluntary Interested Bidder Workshop                    | 6/13/2023             |
| New Item Specification Requests Due                     | 6/23/2023             |
| Pre Bid Meeting                                         | 7/11/2023             |
| Request for Clarifications Due to FSA                   | 7/18/2023             |
| FSA VendorLink Bidder Training                          | 7/24/2023             |
| Bid System Open                                         | 7/25/2023             |
| Cone of Silence                                         | 7/25/2023 - 9/11/2023 |
| Bid Submissions Due                                     | 8/30/2023             |
| Public Bid Opening                                      | 9/1/2023              |
| Bid Tabulations Posted                                  | 9/1/2023              |
| Bid Evaluation                                          | 9/5/2023 - 9/8/2023   |
| Intent To Award                                         | 9/11/2023             |
| <b>Final Award &amp; Effective Date of New Contract</b> | <b>10/1/2023</b>      |

| <b>FSA23-VEH21.0</b>                                    |                       |
|---------------------------------------------------------|-----------------------|
| <b>Bid Calendar Task</b>                                | <b>Date</b>           |
| Invitation to Bid Announcement (ITB)                    | 5/1/2023 & 5/15/2023  |
| Voluntary Interested Bidder Workshop                    | 6/14/2023             |
| New Item Specification Requests Due                     | 6/23/2023             |
| Pre Bid Meeting                                         | 7/12/2023             |
| Request for Clarifications Due to FSA                   | 7/18/2023             |
| FSA VendorLink Bidder Training                          | 7/24/2023             |
| Bid System Open                                         | 7/25/2023             |
| Cone of Silence                                         | 7/25/2023 - 9/11/2023 |
| Bid Submissions Due                                     | 8/30/2023             |
| Public Bid Opening                                      | 9/1/2023              |
| Bid Tabulations Posted                                  | 9/1/2023              |
| Bid Evaluation                                          | 9/5/2023 - 9/8/2023   |
| Intent To Award                                         | 9/11/2023             |
| <b>Final Award &amp; Effective Date of New Contract</b> | <b>10/1/2023</b>      |



**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions

| <b>FSA23-EQU21.0</b>                                    |                       |
|---------------------------------------------------------|-----------------------|
| <b>Bid Calendar Task</b>                                | <b>Date</b>           |
| Invitation to Bid Announcement (ITB)                    | 5/1/2023 & 5/15/2023  |
| Voluntary Interested Bidder Workshop                    | 6/7&8/2023            |
| New Item Specification Requests Due                     | 6/23/2023             |
| Pre Bid Meeting                                         | 7/13/2023             |
| Request for Clarifications Due to FSA                   | 7/18/2023             |
| FSA VendorLink Bidder Training                          | 7/24/2023             |
| Bid System Open                                         | 7/25/2023             |
| Cone of Silence                                         | 7/25/2023 - 9/11/2023 |
| Bid Submissions Due                                     | 8/30/2023             |
| Public Bid Opening                                      | 9/1/2023              |
| Bid Tabulations Posted                                  | 9/1/2023              |
| Bid Evaluation                                          | 9/5/2023 - 9/8/2023   |
| Intent To Award                                         | 9/11/2023             |
| <b>Final Award &amp; Effective Date of New Contract</b> | <b>10/1/2023</b>      |

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions

Appendix C: ACH Payments



Protecting, Leading & Uniting...since 1893

**FLORIDA SHERIFFS ASSOCIATION**

2617 Mahan Drive, Tallahassee, Florida 32308  
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165  
f: (850) 878-8665  
[www.flsheriffs.org](http://www.flsheriffs.org)



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account  
Capital City Bank  
Routing Number: 063100688  
Account Number: 0010867001

Please email any payment remittance information to [accounting@flsheriffs.org](mailto:accounting@flsheriffs.org).

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at [teldridge@flsheriffs.org](mailto:teldridge@flsheriffs.org) or call (850) 559-5668.

Sincerely,

*Trish Eldridge*

Director of Accounting and Finance  
Florida Sheriffs Association

# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

### Contract Terms and Conditions

#### Appendix D: Federal Clauses

##### Applicability of Third-Party Contract Provisions\*

(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.)

In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

| PROVISION                                                                              | Professional Services/A&E                                                                  | Operations/ Management                                                                     | Construction                                                                               | Materials & Supplies                                                                       |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Equal Employment Opportunity                                                           |                                                                                            |                                                                                            | All                                                                                        |                                                                                            |
| Davis-Bacon Act                                                                        |                                                                                            |                                                                                            | >\$2,000                                                                                   |                                                                                            |
| Copeland "Anti-Kickback" Act                                                           |                                                                                            |                                                                                            | >\$2,000                                                                                   |                                                                                            |
| Contract Work Hours and Safety Standards Act                                           | >\$100,000                                                                                 | >\$100,000                                                                                 | >\$100,000                                                                                 | >\$100,000                                                                                 |
| Rights to Inventions Made Under a Contract or Agreement                                | If the purchase order involves performance of experimental, developmental or research work | If the purchase order involves performance of experimental, developmental or research work | If the purchase order involves performance of experimental, developmental or research work | If the purchase order involves performance of experimental, developmental or research work |
| Clean Air Act                                                                          | >\$150,000                                                                                 | >\$150,000                                                                                 | >\$150,000                                                                                 | >\$150,000                                                                                 |
| Federal Water Pollution Control Act                                                    | >\$150,000                                                                                 | >\$150,000                                                                                 | >\$150,000                                                                                 | >\$150,000                                                                                 |
| Debarment and Suspension                                                               | All                                                                                        | All                                                                                        | All                                                                                        | All                                                                                        |
| Byrd Anti-Lobbying Amendment                                                           | >\$100,000                                                                                 | >\$100,000                                                                                 | >\$100,000                                                                                 | >\$100,000                                                                                 |
| Procurement of Recovered Materials                                                     | All                                                                                        | All                                                                                        | All                                                                                        | All                                                                                        |
| Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment | All                                                                                        | All                                                                                        | All                                                                                        | All                                                                                        |
| Domestic Preferences for Procurements                                                  | All                                                                                        | All                                                                                        | All                                                                                        | All                                                                                        |

\*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

**EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

### Contract Terms and Conditions

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

### Contract Terms and Conditions

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

#### PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

**DOMESTIC PREFERENCES FOR PROCUREMENTS:**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



## Agenda Item Summary

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**File #: 25-00213**

**Agenda Date: 3/25/2025**

---

**Agenda Item Name:**

**Purchase Order to Safeware Inc. in the amount of \$68,528.00, for Fire Rescue.**

**Presenter:**

Harold Theus, Chief Fire Rescue 352.384.3130

Theodore White, Procurement Manager, 352.374.5202

**Description:**

Purchase Order to Safeware Inc. in the amount of \$68,528.00, for the purchase of two (2) Skydio X10 Drones and Accessories for Fire Rescue. Prices, terms and conditions are per OMNIA Contract 4400008468.

**Recommended Action:**

Approve the issuance of a purchase order to Safeware Inc. in the amount of \$68,528.00.

**Prior Board Motions:**

February 25, 2025, the Board approved a resolution, budget amendment and authorized an interfund loan for the Drone Replacement Program Financial Assistance from the Florida Department of Law Enforcement (Item #25-00126)

**Fiscal Note:**

Alachua County has been approved to relinquish three (3) noncompliant drones to the Florida Department of Law Enforcement which are eligible for reimbursement not to exceed \$25,000 per compliant drone. This purchase will replace 2 of the 3 noncompliant drones.

Funds are budgeted under 083.54.5480.522-various, project # 3542508.

This purchase is from accounts:

011.54.5480.522.46.00 (Repairs and Maintenance Services Repairs) Project 6195409-FY25  
Unmanned Aerial Systems \$1,317.00,

011.54.5480.522.54.80 (Books Publications Subscriptions and Memberships), Project 6195409-FY25  
Unmanned Aerial Systems \$7,947.00,

083.54.5480.522.46.00 (Repairs and Maintenance Services Repairs) Project 3542508 Drone  
Replacement Program 3x120, \$7,864.00

083.54.5480.522.52.00 (Operating Supplies) Project 3542508 Drone Replacement Program 3x120,

\$2,952.00

083.54.5480.522.64.00 (Machinery & Equipment >\$15,000) Project 3542508 Drone Replacement Program 3x120, \$39,184.00

091.54.5450.526.46.00 (Repairs and Maintenance Services Repairs) Project 6195409-FY25 Unmanned Aerial Systems, \$1,317.00

091.54.5450.526.54.80 (Books Publications Subscriptions and Memberships), Project 6195409-FY25 Unmanned Aerial Systems, \$7,947.00

**Strategic Guide:**

All Other Mandatory and Discretionary Services

**Background:**

The Florida Legislature amended Section 934.50, Florida Statutes to require governmental entities to only utilize drones meeting the requirements outlined in Rule 60GG-2.0075, Florida Administrative Code. This change required governmental agencies who use drones for various purposes to cease the use of any drone that is not in compliance with the Rule.

During the 2023 Legislative Session, the Florida Department of Law Enforcement appropriated approximately \$25 million in nonrecurring funds to implement the Drone Replacement Grant Program. This grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code.

Alachua County was approved to relinquish three (3) noncompliant drones to the Florida Department of Law Enforcement and is eligible for reimbursement not to exceed \$25,000.00 per compliant drone. Funds received under this program must be used for the acquisition of new, compliant drones for the participating agency. This purchase will replace 2 of the 3 drones and will reimburse the County \$50,000.00. The remaining \$18,528.00 will be covered by the Fire Rescue Operating budget.

This purchase is exempt from the County's competitive bidding requirements pursuant to Section 22.3-302 (13) of the Alachua County Procurement Code, Procurement of Supplies or Services under Contract with cooperatives, including cooperatives that the County participates in accordance with Article 10, Section 22.10-201 (Cooperative Purchasing Authorized), providing the vendor extends the same terms and conditions of the Contract to the County; however, since the dollar amount of the purchase exceeds the purchasing authority of the Procurement Manager, this is being submitted for Board consideration and approval.





# QUOTATION

Safeware, Inc.  
4403 Forbes Blvd.  
Lanham, MD 20706-432  
USA  
301-683-1234  
www.safewareinc.com

|                     |        |
|---------------------|--------|
| Order Number        |        |
| 10172764            |        |
| Order Date          | Page   |
| 03/03/2025 14:54:12 | 1 of 4 |

Quote Expires On: 04/02/2025

**Contract No:** OMNIA Contract #4400008468

**Bill To:**           **Customer ID:**     66742  
Alachua County Fire Rescue  
Attn Accounts Payable  
PO Box 5038  
Gainesville, FL 32627  
USA  
352-384-3125

**Ship To:**  
Alachua County Fire Rescue  
911 SE 5th Street  
Gainesville, FL 32601

| <i>PO Number</i>                   | <i>Taker</i>   | <i>Email</i>            |
|------------------------------------|----------------|-------------------------|
| QUOTE - SKYDIO-2024-10-01 11:46:11 | Chelsea Quiles | cquiles@safewareinc.com |
| <i>Freight Terms</i>               | <i>Phone</i>   | <i>Fax</i>              |
| Freight Paid                       | 804-236-0579   |                         |
| <i>Sales Representative</i>        |                |                         |
| Heather Boyer                      |                |                         |

| <i>Quantities</i> |                  |                  |            |                  | <i>Item ID</i>          | <i>Pricing</i>   |                   |                       |
|-------------------|------------------|------------------|------------|------------------|-------------------------|------------------|-------------------|-----------------------|
| <i>Ordered</i>    | <i>Allocated</i> | <i>Remaining</i> | <i>UOM</i> | <i>Unit Size</i> | <i>Item Description</i> | <i>UOM</i>       | <i>Unit Price</i> | <i>Extended Price</i> |
|                   |                  |                  |            | <i>Disp.</i>     |                         | <i>Unit Size</i> |                   |                       |

|      |      |      |    |  |        |    |      |      |
|------|------|------|----|--|--------|----|------|------|
| 1.00 | 0.00 | 1.00 | EA |  | HBOYER | EA | 0.00 | 0.00 |
|------|------|------|----|--|--------|----|------|------|

|     |                                       |     |
|-----|---------------------------------------|-----|
| 1.0 | For questions regarding this proposal | 1.0 |
|     | please contact:                       |     |
|     | Heather Boyer                         |     |
|     | Territory Manager                     |     |
|     | Cell: 321-462-0380                    |     |
|     | Office: 800-817-7898                  |     |
|     | Email: hboyer@safewareinc.com         |     |

|      |      |      |    |  |                       |    |           |           |
|------|------|------|----|--|-----------------------|----|-----------|-----------|
| 2.00 | 0.00 | 2.00 | KT |  | SKY DR4E1BR2IZG0000NA | KT | 16,108.00 | 32,216.00 |
|------|------|------|----|--|-----------------------|----|-----------|-----------|

|                                |           |                               |                       |       |
|--------------------------------|-----------|-------------------------------|-----------------------|-------|
| <b>Safeware Catalog Price:</b> | 27,301.69 | <b>Contract Discount:</b> 41% | <b>Your Discount:</b> | 41.00 |
|--------------------------------|-----------|-------------------------------|-----------------------|-------|

|     |                                                   |     |
|-----|---------------------------------------------------|-----|
| 1.0 | Skydio X10 Ready Kit, 1 Batt, IR VT300-Z          | 1.0 |
|     | Incl Skydio X10 Vehicle with Sensor Package       |     |
|     | (2.4/5 GHz, 5G/LTE Ready, IR) NA + VT300-Z,       |     |
|     | Enterprise Controller, Ready Case, 2x wall        |     |
|     | adapters, propellers, 2x 256 GB micro SD cards,   |     |
|     | one battery, dual charger, subscription to Skydio |     |
|     | Autonomy Drone Software.                          |     |

|      |      |      |    |  |                |    |        |          |
|------|------|------|----|--|----------------|----|--------|----------|
| 8.00 | 0.00 | 8.00 | EA |  | SKY DR4ACCBATR | EA | 369.00 | 2,952.00 |
|------|------|------|----|--|----------------|----|--------|----------|

|                                |        |                               |                       |       |
|--------------------------------|--------|-------------------------------|-----------------------|-------|
| <b>Safeware Catalog Price:</b> | 625.42 | <b>Contract Discount:</b> 41% | <b>Your Discount:</b> | 41.00 |
|--------------------------------|--------|-------------------------------|-----------------------|-------|

|     |                                                |     |
|-----|------------------------------------------------|-----|
| 1.0 | Skydio Battery for X10 [Adv Reservation]       | 1.0 |
|     | One (1) battery for Skydio X10 when available. |     |
|     | Reserved with 100% deposit.                    |     |

Safeware, Inc.  
4403 Forbes Blvd.  
Lanham, MD 20706-432  
USA  
301-683-1234  
www.safewareinc.com

|                     |        |
|---------------------|--------|
| Order Number        |        |
| 10172764            |        |
| Order Date          | Page   |
| 03/03/2025 14:54:12 | 2 of 4 |

Quote Expires On: 04/02/2025

**Contract No:** OMNIA Contract #4400008468

| Quantities                     |           |           |     |           | Item ID<br>Item Description                                                                                                                                                                                                                           | Pricing<br>UOM                | Unit<br>Price | Extended<br>Price           |
|--------------------------------|-----------|-----------|-----|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------|-----------------------------|
| Ordered                        | Allocated | Remaining | UOM | Unit Size |                                                                                                                                                                                                                                                       | Unit Size                     |               |                             |
| 2.00                           | 0.00      | 2.00      | EA  |           | SKY DR4ATTSWNAIR                                                                                                                                                                                                                                      | EA                            | 2,800.00      | 5,600.00                    |
| <b>Safeware Catalog Price:</b> |           |           |     |           | 4,745.76                                                                                                                                                                                                                                              | <b>Contract Discount:</b> 41% |               | <b>Your Discount:</b> 41.00 |
| 1.0                            |           |           |     |           | Skydio NightSense w/ IR Attachment, X10                                                                                                                                                                                                               | 1.0                           |               |                             |
|                                |           |           |     |           | Skydio NightSense for X10 includes access to advanced autonomy functionality in no and low light situations. Includes one (1) perpetual license and one (1) infrared light spectrum active illumination attachment that can be carried by Skydio X10. |                               |               |                             |
| 2.00                           | 0.00      | 2.00      | EA  |           | SKY DR4ACCLPAD                                                                                                                                                                                                                                        | EA                            | 99.00         | 198.00                      |
| <b>Safeware Catalog Price:</b> |           |           |     |           | 211.86                                                                                                                                                                                                                                                | <b>Contract Discount:</b> 41% |               | <b>Your Discount:</b> 53.00 |
| 1.0                            |           |           |     |           | Skydio Landing Pad                                                                                                                                                                                                                                    | 1.0                           |               |                             |
|                                |           |           |     |           | One (1) collapsible landing pad.                                                                                                                                                                                                                      |                               |               |                             |
| 2.00                           | 0.00      | 2.00      | EA  |           | SKY DR4ATTSPKM                                                                                                                                                                                                                                        | EA                            | 320.00        | 640.00                      |
| <b>Safeware Catalog Price:</b> |           |           |     |           | 542.37                                                                                                                                                                                                                                                | <b>Contract Discount:</b> 41% |               | <b>Your Discount:</b> 41.00 |
| 1.0                            |           |           |     |           | Skydio Speaker/Mic, X10                                                                                                                                                                                                                               | 1.0                           |               |                             |
|                                |           |           |     |           | Skydio X10 attachment                                                                                                                                                                                                                                 |                               |               |                             |
| 2.00                           | 0.00      | 2.00      | EA  |           | SKY DR4ATTSPTL                                                                                                                                                                                                                                        | EA                            | 265.00        | 530.00                      |
| <b>Safeware Catalog Price:</b> |           |           |     |           | 449.15                                                                                                                                                                                                                                                | <b>Contract Discount:</b> 41% |               | <b>Your Discount:</b> 41.00 |
| 1.0                            |           |           |     |           | Skydio Spotlight, X10                                                                                                                                                                                                                                 | 1.0                           |               |                             |
|                                |           |           |     |           | Skydio X10 attachment                                                                                                                                                                                                                                 |                               |               |                             |
| 2.00                           | 0.00      | 2.00      | EA  |           | SKY CEDR45G3YRNA                                                                                                                                                                                                                                      | EA                            | 3,300.00      | 6,600.00                    |
| <b>Safeware Catalog Price:</b> |           |           |     |           | 5,593.22                                                                                                                                                                                                                                              | <b>Contract Discount:</b> 41% |               | <b>Your Discount:</b> 41.00 |
| 1.0                            |           |           |     |           | Skydio Care, X10 w/5G, 3YR                                                                                                                                                                                                                            | 1.0                           |               |                             |
|                                |           |           |     |           | 3-Year/36-Month Term, for X10 w/Cellular 5G; Includes: 3x Damage Replacement w/advance shipment and up to 1x Lost Drone Replacement w/advance shipment. Continental US and Hawaii and Alaska only.                                                    |                               |               |                             |
|                                |           |           |     |           | <b>Item Note:</b> In either event, Customer will be charged the full cost of the replacement drone if Skydio fails to receive payment of associated replacement fees (covered in T&C) within thirty (30) days of the shipment.                        |                               |               |                             |
| 2.00                           | 0.00      | 2.00      | EA  |           | SKY CEGIMVTG300Z3YRNA                                                                                                                                                                                                                                 | EA                            | 1,949.00      | 3,898.00                    |
| <b>Safeware Catalog Price:</b> |           |           |     |           | 3,303.39                                                                                                                                                                                                                                              | <b>Contract Discount:</b> 41% |               | <b>Your Discount:</b> 41.00 |
| 1.0                            |           |           |     |           | Skydio Care, VT300-Z Sensor Package 3YR                                                                                                                                                                                                               | 1.0                           |               |                             |



# QUOTATION

Safeware, Inc.  
4403 Forbes Blvd.  
Lanham, MD 20706-432  
USA  
301-683-1234  
www.safewareinc.com

| Order Number        |        |
|---------------------|--------|
| 10172764            |        |
| Order Date          | Page   |
| 03/03/2025 14:54:12 | 3 of 4 |

Quote Expires On: 04/02/2025

**Contract No:** OMNIA Contract #4400008468

| Quantities |           |           |                  |       | Item ID<br>Item Description                                                                                                                                                                                                                              | Pricing<br>UOM<br>Unit Size | Unit<br>Price               | Extended<br>Price |
|------------|-----------|-----------|------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------|-------------------|
| Ordered    | Allocated | Remaining | UOM<br>Unit Size | Disp. |                                                                                                                                                                                                                                                          |                             |                             |                   |
|            |           |           |                  |       | 3-Year/36-Month Term, for VT300-Z; Includes:<br>3x Damage Replacement w/advance shipment and<br>up to 1x Lost Sensor Package Replacement<br>w/advance shipment. Continental US and Hawaii<br>and Alaska only.                                            |                             |                             |                   |
|            |           |           |                  |       | <b>Item Note:</b> In either event, Customer will be charged the full<br>cost of the replacement sensor package if Skydio<br>fails to receive payment of associated<br>replacement fees (covered in T&C) within thirty<br>(30) days of the shipment.      |                             |                             |                   |
| 6.00       | 0.00      | 6.00      | YR               |       | SKY SWSTRDR4                                                                                                                                                                                                                                             | YR                          | 2,400.00                    | 14,400.00         |
|            |           |           |                  |       | <b>Safeware Catalog Price:</b> 4,067.80 <b>Contract Discount:</b> 41%                                                                                                                                                                                    |                             | <b>Your Discount:</b> 41.00 |                   |
|            |           |           | 12.0             |       | Skydio MV Live Streaming, X10                                                                                                                                                                                                                            | 12.0                        |                             |                   |
|            |           |           |                  |       | for X10, Includes: Multi-Viewer streaming<br>capability allowing user to share real-time video<br>from Skydio X10. Base license includes 600<br>hours per year, per vehicle, per viewer, pooled;<br>Subscription Term: 12-60 months, Minimum:<br>1-Year  |                             |                             |                   |
| 6.00       | 0.00      | 6.00      | YR               |       | SKY SWFMDR4                                                                                                                                                                                                                                              | YR                          | 120.00                      | 720.00            |
|            |           |           |                  |       | <b>Safeware Catalog Price:</b> 203.39 <b>Contract Discount:</b> 41%                                                                                                                                                                                      |                             | <b>Your Discount:</b> 41.00 |                   |
|            |           |           | 12.0             |       | Skydio Fleet Manager for X10                                                                                                                                                                                                                             | 12.0                        |                             |                   |
|            |           |           |                  |       | One (1) subscription to Skydio Fleet Manager for<br>X10 includes access to Skydio Fleet Manager for<br>tracking fleet usage. Includes live streaming of<br>video to a single user and subscription to Skydio<br>Model Viewer.                            |                             |                             |                   |
| 6.00       | 0.00      | 6.00      | YR               |       | SKY SWCRCR4                                                                                                                                                                                                                                              | YR                          | 129.00                      | 774.00            |
|            |           |           |                  |       | <b>Safeware Catalog Price:</b> 218.64 <b>Contract Discount:</b> 41%                                                                                                                                                                                      |                             | <b>Your Discount:</b> 41.00 |                   |
|            |           |           | 12.0             |       | Skydio Crosshair Cord, X10                                                                                                                                                                                                                               | 12.0                        |                             |                   |
|            |           |           |                  |       | for X10, Crosshair Coordinates enables operators<br>to understand the location of an object they are<br>currently observing with the drone's camera in<br>coordination with pre-loaded DTED maps;<br>Subscription Term: 12-60 months, Minimum:<br>1-Year |                             |                             |                   |
| 1.00       | 0.00      | 1.00      | EA               |       | OMNIA                                                                                                                                                                                                                                                    | EA                          | 0.00                        | 0.00              |
|            |           |           | 1.0              |       | OMNIA Contract #4400008468                                                                                                                                                                                                                               | 1.0                         |                             |                   |



# QUOTATION

Safeware, Inc.  
4403 Forbes Blvd.  
Lanham, MD 20706-432  
USA  
301-683-1234  
www.safewareinc.com

|                     |        |
|---------------------|--------|
| Order Number        |        |
| 10172764            |        |
| Order Date          | Page   |
| 03/03/2025 14:54:12 | 4 of 4 |

Quote Expires On: 04/02/2025

Contract No: OMNIA Contract #4400008468

| Quantities |           |           |     |           | Item ID          | Pricing   |            |                |
|------------|-----------|-----------|-----|-----------|------------------|-----------|------------|----------------|
| Ordered    | Allocated | Remaining | UOM | Unit Size | Item Description | UOM       | Unit Price | Extended Price |
|            |           |           |     | Disp.     |                  | Unit Size |            |                |

Lead Agency: Fairfax County, VA  
Public Safety and Emergency Preparedness  
Standard freight within continental US is paid, all  
HAZMAT or expedited freight will be billed.  
10/1/2018 - 9/30/2028  
\*Register with OMNIA at  
www.omniapartners.com/publicsector

\*\*\*Ask me about the leasing and financing options that Safeware offers!\*\*\*

Sales Representative : hboyer@safewareinc.com

Total Lines: 13

**SUB-TOTAL:** 68,528.00

**TAX:** 0.00

**AMOUNT DUE:** 68,528.00

U.S. Dollars



# County of Fairfax, Virginia

## AMENDMENT

Date: March 13, 2024

### AMENDMENT NO. 2

**CONTRACT TITLE:** Public Safety and Emergency Preparedness Equipment and Related Services

**CONTRACTOR**  
Safeware, Inc.  
4403 Forbes Blvd  
Lanham, MD 20706

**SUPPLIER CODE**  
1000011775

**CONTRACT NO.**  
4400008468

By mutual agreement, Contract 4400008468 is amended to renew for four (4) years at existing prices, terms and conditions effective October 1, 2024 through September 30, 2028. This is the last of the renewal options available.

The contractor shall provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, within ten (10) days after receipt of this executed amendment.

### ACCEPTANCE:

BY:

(Signature)

(Title)

(Printed)

(Date)

DocuSigned by:

Steve Pierson

For: Lee Ann Pender, CPPO  
Director/County Purchasing Agent

### DISTRIBUTION:

Dept. of Finance – Accounts Payable/e  
FRD – Jason Stanley/e  
FCPD - Kerene Gordon/e  
DOF – Jerry Wilhelm/e  
Contractor – [khyatt@safewareinc.com](mailto:khyatt@safewareinc.com); [rbond@safewareinc.com](mailto:rbond@safewareinc.com)  
Omnia Partners – [Victoria.Palmieri@omniapartners.com](mailto:Victoria.Palmieri@omniapartners.com)

Contract Specialist Supervisor – J. Pun  
ACS, Team 1 – Roxanna Vazquez  
Sheriff's Office – Michelle Nelson

Department of Procurement & Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
Website: [www.fairfaxcounty.gov/procurement/](http://www.fairfaxcounty.gov/procurement/)  
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



# County of Fairfax, Virginia

## AMENDMENT

Date: September 29, 2022

### AMENDMENT NO. 1

**CONTRACT TITLE:** Public Safety and Emergency Preparedness Equipment and Related Services

**CONTRACTOR**  
Safeware, Inc.  
4403 Forbes Blvd  
Lanham, MD 20706

**SUPPLIER CODE**  
1000011775

**CONTRACT NO.**  
4400008468

By mutual agreement, Contract 4400008468 is amended to renew for one (1) year at existing prices, terms and conditions, effective October 1, 2023 through September 30, 2024. This is the first of five renewal options.

Please provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, within ten (10) days after receipt of this executed amendment.

**ACCEPTANCE:**

BY: \_\_\_\_\_

(Signature)

Richard L. Bond  
(Printed)

(Title)

Vice President

(Date)

6-7-2022

DocuSigned by:

Steve Pierson

98F821303D064CD

Lee Ann Pender, CPPO  
Director/County Purchasing Agent  
for

**DISTRIBUTION:**

Dept. of Finance – Accounts Payable/e  
FRD – Jason Stanley  
FCPD - Kerene Gordon  
Sheriff's Office – Michelle Nelson

Contract Specialist Supervisor – J. Pun  
ACS, Team 1 – Chan Park

Contractor – email: Keith Hyatt, [khyatt@safewareinc.com](mailto:khyatt@safewareinc.com)

Contractor – email: Rick Bond, [rbond@safewareinc.com](mailto:rbond@safewareinc.com)

Omnia – email: Victoria Palmieri, [Victoria.Palmieri@omniapartners.com](mailto:Victoria.Palmieri@omniapartners.com)

**Department of Procurement & Material Management**

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/procurement/](http://www.fairfaxcounty.gov/procurement/)

Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: **JUN - 7 2018**

Safeware, Inc.  
4403 Forbes Blvd  
Lanham, MD 20706

Attention: Rick Bond, Vice President of Sales

Reference: RFP2000002547; Public Safety and Emergency Preparedness Equipment and Related Services

Dear Mr. Bond:

## Acceptance Agreement

**Contract Number: 4400008468**

This acceptance agreement signifies a contract award for Public Safety and Emergency Preparedness Equipment and Related Services. The period of the contract shall be from October 1, 2018 through September 30, 2023 with renewals of five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement; and
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Fairfax County Special Provisions, Section 1 (Insurance) within ten (10) days after receipt of this letter.

Sincerely,

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

**Department of Procurement & Material Management**  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

**Website:** [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)

**Phone** 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228





# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

## MEMORANDUM OF NEGOTIATIONS

RFP 2000002547

### Public Safety and Emergency Preparedness Equipment and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. and Mallory Safety and Supply, LLC. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008468 with Safeware, Inc. and Contract 4400008495 with Mallory Safety and Supply, LLC. (hereinafter called the Contract) for the provision of public safety and emergency preparedness equipment and related services. The final Contract contains the following documents:

- a. The County's Request for Proposal RFP 2000002547 and all Addenda;
- b. The Contractor's Technical Proposal and Cost Proposal dated March 8, 2018;
- c. The Contractor's response to clarification questions dated March 28, 2018.
- d. The Contractor's response to items for negotiation dated April 12, 2018.
- e. This Memorandum of Negotiations;
- f. County's purchase order;
- g. Any subsequent amendments to the Contract.

In addition, the County and the Contractor agree to the following:

1. The parties to this Contract acknowledge that Safeware, Inc. submitted a proposal, on behalf of Safeware, Inc. and Mallory Safety and Supply, LLC., in response to RFP2000002547. Mallory Safety and Supply, LLC. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies of the states of Alaska, Hawaii, Washington, Oregon, California, Arizona, Nevada, New Mexico, Wyoming, Idaho, Montana, and Utah and to assume all responsibilities and obligations under this Contract for its designated territory. Safeware, Inc. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies located in all other states of the United States, not identified above and to assume all responsibilities and obligations under this Contract for its designated territory. Contract number 4400008468 has been assigned to Safeware, Inc. and Contract number 4400008495 has been assigned to Mallory Safety and Supply LLC. to facilitate ordering.
2. The Contractor shall provide eCommerce rebates as outlined below:
  - If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on purchases made through ecommerce.
  - If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on purchases made through ecommerce.
    - o Conditions: The agency total purchases for the annual contract period must be greater than \$20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated third party marketplace where the Participating Public Agency's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



3. Large sales greater than \$20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.
4. For purchase of services under this Contract, the Contractor shall provide a minimum of 10% discount from Safeware and Mallory's list price. The pricing for services may be negotiated to a lower price.
5. The Contractor acknowledges and agrees that the County and the Participating Public Agencies reserve the right to review and negotiate the license and maintenance terms and conditions prior to any purchase of software under this Contract and that the Contractor will provide full support for executing the negotiated license/maintenance agreement(s) by the County/Participating Public Agencies and the software publisher. The Contractor also agrees to obtain agreement from its software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.
6. The Contractor shall hold the discount rate of 41% for equipment and 10% for services firm for the entire contract term including renewal periods.
7. The parties mutually agree that the first sentence of Paragraph 1.3 of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the County Purchasing Agent and/or Risk Manager.

8. The parties mutually agree that the Paragraph 1.2 b. of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.

ACCEPTED BY:

  
Safeware, Inc.

6/6/18  
Date

Shawn Murray  
Mallory Safety and Supply, LLC.

6/6/18  
Date

  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

6/7/18  
Date



# County of Fairfax, Virginia

## NOTICE OF AWARD

Date: **JUN - 7 2018**

CONTRACT TITLE: Public Safety and Emergency Preparedness Equipment and Related Services

RFx NUMBER: RFP2000002547

CONTRACT NUMBERS: 4400008468 – Safeware, Inc.  
4400008495 – Mallory Safety and Supply LLC.

NIGP CODES: 34020, 34054, 34072, 34080, 34087, 34540, 34574, 68008, 68068, 68067, 99029

CONTRACT PERIOD: October 1, 2018 through September 30, 2023

RENEWALS: Five (5) One-Year Options  
(or a combination of the years)

SUPERSEDES CONTRACTS: 4400001839 (Safeware, Inc.);  
4400001840 (Mallory Safety and Supply LLC.)

CONTRACTOR:

Safeware, Inc.  
4403 Forbes Blvd  
Lanham, MD 20706

SUPPLIER CODE:

1000011775

Contact: Rick Bond, Vice President of Sales  
Phone: 301-542-3258  
E-mail: [rbond@safewareinc.com](mailto:rbond@safewareinc.com)

For ordering, go to [www.safewareinc.com](http://www.safewareinc.com)

---

Mallory Safety and Supply, LLC  
1040 Industrial Way  
Longview, WA 98632

1000017276

Contact: Allison Windsor, Director of Government Sales  
Phone: 818-644-9484  
E-mail: [allison.windsor@malloryco.com](mailto:allison.windsor@malloryco.com)

---

**Department of Procurement & Material Management**

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228

Page 884 of 1296

DELIVERY: N/A

TERMS: Net 30 Days

FOB: Destination

PRICES: See Attached Pricing Schedule

DPSM CONTACT: Jamie Pun, VCO, CPPB, Contract Specialist II  
Telephone: 703-324-3653  
Fax: 703-324-3228  
E-mail: Jamie.Pun@fairfaxcounty.gov

ORDERING INSTRUCTIONS:

Any county department may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10K) will be routed to DPMM and a purchase order will be executed.



---

Jamie Pun, VCO, CPPB  
Contract Specialist II

DISTRIBUTION:

Finance – Accounts Payable/e

FRD – Jason Stanley/e

FCPD – Mike Estelle/e

FCPD – Kerene Gordon/e

DPSC – Robert Turner/e

DPWES, Noman Control Pollution Plant – Cliff Davis/e

Sheriff's Office – Kevin Burns/e

COG – Rick Konrad ([rkonrad@mwkog.org](mailto:rkonrad@mwkog.org))

U.S. Communities – Alexis Turner ([aturner@uscommunities.org](mailto:aturner@uscommunities.org))

Contractor - [rbond@safewareinc.com](mailto:rbond@safewareinc.com)

Contract Specialist – J. Pun

ACS, Team 1 – J. Waysome-Tomlin

| <b>Description</b>                                    | <b>% Discount from Safeware &amp; Mallory's List Price</b> |
|-------------------------------------------------------|------------------------------------------------------------|
| Personal Protective Equipment (PPE)                   | 41%                                                        |
| Explosive Device Mitigation and Remediation Equipment | 41%                                                        |
| Environmental Monitoring                              | 41%                                                        |
| CBRNE Search & Rescue Equipment                       | 41%                                                        |
| Interoperable Communications Equipment                | 41%                                                        |
| Detection Equipment                                   | 41%                                                        |
| Decontamination Equipment                             | 41%                                                        |
| Hazardous Materials Storage                           | 41%                                                        |
| Spill Control and Containment                         | 41%                                                        |
| Physical Security Enhancement Equipment               | 41%                                                        |
| Fire and Emergency Response                           | 41%                                                        |
| Traffic Safety                                        | 41%                                                        |
| Facility Safety and Maintenance                       | 41%                                                        |
| Fall protection and Confined Space                    | 41%                                                        |
| Medical and First Aid Supplies                        | 41%                                                        |
| CBRNE Reference Materials                             | 41%                                                        |
| Automated External Defibrillators (AEDs)              | 41%                                                        |
| Ammunition/Less than Lethal Munitions                 | 41%                                                        |
| Civil Disturbance Gear                                | 41%                                                        |
| Dive Gear/Underwater Recovery/Water Safety            | 41%                                                        |
| Police Fleet Management Products                      | 41%                                                        |
| Law Enforcement Software                              | 41%                                                        |
| Public Safety Aviation – Helicopters                  | 41%                                                        |

| Description                                                           | % Discount from<br>Safeware &<br>Mallory's List Price |
|-----------------------------------------------------------------------|-------------------------------------------------------|
| Public Safety Uniforms                                                | 41%                                                   |
| Vehicles                                                              | 41%                                                   |
| Trainers and Training Equipment                                       | 41%                                                   |
| Vending Solutions                                                     | 41%                                                   |
| Related Services                                                      | 41%                                                   |
| Other Non-listed Public Safety, Law Enforcement and<br>Fire Equipment | 41%                                                   |

The attached technical service, rental and training price lists are added and Contractor agrees that the pricing is the maximum rate and/or pricing allowed under this contract. In addition, pricing may be negotiated to a lower rate and/or price.

# Technical Services Rates

Contract 4400008468  
Contract 4400008495

| Service Type                           | Description                                                                                                   | Details                                                                                                                                                                                       | Unit Price  | Discount | USG Price   | Qty |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------|-------------|-----|
| Flow Testing                           | Posichex Bench Test for the following Manufacturer's; Avon, Draeger, MSA, Scott & Survivair                   | Repairs & Batteries Not Included, Onsite Service fees may apply                                                                                                                               | \$ 65.00    | 10%      | \$ 58.50    | ea  |
| Flow Testing-Interspiro                | Posichex 3 Bench Test for the following Manufacturer's; Interspiro                                            | Repairs & Batteries Not Included, Onsite Service fees may apply                                                                                                                               | \$ 95.00    | 10%      | \$ 85.50    | ea  |
| Hydrostatic Testing                    | Pressure testing up to 4500 psi, includes devalving & o-ring replacement                                      | Excludes refill; Pick-up and delivery fees may apply                                                                                                                                          | \$ 27.00    | 10%      | \$ 24.30    | ea  |
| Cylinder Refill 4500 psi               | Breathable air cylinders up to 4500 psi                                                                       | Hazmat shipping fees apply to refilled cylinders, Pick-up & delivery fees may apply                                                                                                           | \$ 8.00     | 10%      | \$ 7.20     | ea  |
| DOT Hydrostatic Testing                | Hydrostatic testing 6000 lb                                                                                   | Hydro Testing                                                                                                                                                                                 | \$ 75.00    | 10%      | \$ 67.50    | ea  |
| Cylinder Refill 6000 psi               | Breathable air cylinders up to 6000 psi                                                                       | Hazmat shipping fees apply to refilled cylinders, Pick-up & delivery fees may apply                                                                                                           | \$ 32.00    | 10%      | \$ 28.80    | ea  |
| Compressor Service 1 & 50 Maintenance  | Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models | Operational evaluation, Parts & labor for 50hr preventative maintenance, (1) ea. Air sample, calibration & certification service. Additional repair fees not included.                        | \$ 2,470.00 | 10%      | \$ 2,223.00 | ea  |
| Compressor Service 4 & 50 Maintenance  | Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models | Operational evaluations performed quarterly, Parts & labor for 50hr preventative maintenance, (4) ea. Air samples, calibration & certifications service. Additional repair fees not included. | \$ 3,895.00 | 10%      | \$ 3,505.50 | ea  |
| Compressor Service 12 & 50 Maintenance | Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models | Operational evaluations performed monthly, Parts & labor for 50hr preventative maintenance , (4) ea. Air samples, calibration & certifications service. Additional repair fees not included.  | \$ 5,415.00 | 10%      | \$ 4,873.50 | ea  |
| Air Sample                             | Breathable Air Testing, Grade D Air Quality                                                                   | Air Sample Draw                                                                                                                                                                               | \$ 285.00   | 10%      | \$ 256.50   | ea  |

## Technical Services Rates

Contract 4400008468  
Contract 4400008495

| Service Type                      | Description                                                                                         | Details                                                                                                                 | Unit Price  | Discount | Unit Price  | Qty |
|-----------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------|----------|-------------|-----|
| Fit Testing , Qualitative         | Respiratory Manual fit test service; Bitrex                                                         | Per Mask                                                                                                                | \$ 45.00    | 10%      | \$ 40.50    | ea  |
| Fit Testing, Quantitative         | Respiratory Computer aided fit test service                                                         | Per Mask                                                                                                                | \$ 45.00    | 10%      | \$ 40.50    | ea  |
| Mask Cleaning                     | Cleaning & disinfecting of face mask only                                                           | Replacement parts not included                                                                                          | \$ 50.00    | 10%      | \$ 45.00    | ea  |
| SCBA Cleaning                     | Clean, disinfect & inspection service includes Case                                                 | Replacement parts not included                                                                                          | \$ 95.00    | 10%      | \$ 85.50    | ea  |
| Fire Hose Testing                 | Pressure Testing                                                                                    | Price per linear foot up to 4" hose                                                                                     | \$ 0.95     | 10%      | \$ 0.86     | LF  |
| Fire Hose Repair                  | Nozzle & appliance repair                                                                           | Call for Quote                                                                                                          |             |          | \$ -        | ea  |
| Fire Hose Coupling Repair         | Hose recouping                                                                                      | Call for Quote                                                                                                          |             |          | \$ -        | ea  |
| Breather Box                      | Air Systems Breather Box service: Function test                                                     | (1) each Air sample certification & Calibration service                                                                 | \$ 350.00   | 10%      | \$ 315.00   | ea  |
| Level A Suit Testing              | Pressure testing with annual certification                                                          | A Letter of decontamination certification must be attached to each suit prior to service                                | \$ 105.00   | 10%      | \$ 94.50    | ea  |
| Evaluation                        | Evaluation Fee for Gas Detection service only- refused repair                                       | Fee is waived if new instrument is purchased through Safeware                                                           | \$ 75.00    | 10%      | \$ 67.50    | ea  |
| Calibration Service               | Portable Gas Detection service to include preventative maintenance, calibration & software upgrades | Price based on standard 4 gas mix, Repair parts & labor not included                                                    | \$ 95.00    | 10%      | \$ 85.50    | ea  |
| Fixed System Gas Detection        | Preventative Maintenance , calibration & software upgrade                                           | Price per sensor site; Onsite Service Fee will apply to this service, Repair parts & labor not included; Call for Quote |             |          | \$ -        | ea  |
| Emergency Shelter Cleaning Small  | Clean & disinfect; less then 350 sq foot deployment area                                            | Pick up & delivery fees not included                                                                                    | \$ 670.00   | 10%      | \$ 603.00   | ea  |
| Emergency Shelter Cleaning Medium | Clean & disinfect; 351 to 499 sq foot deployment area                                               | Pick up & delivery fees not included                                                                                    | \$ 950.00   | 10%      | \$ 855.00   | ea  |
| Emergency Shelter Cleaning Large  | Clean & disinfect, 500+ sq foot deployment area                                                     | Pick up & delivery fees not included                                                                                    | \$ 1,170.00 | 10%      | \$ 1,053.00 | ea  |
| Fixed Fall Protection Systems     | Design, install & training service for Horizontal Lifeline/fixed system                             | Call for Quote                                                                                                          |             |          | \$ -        | ea  |

# Technical Services Rates

Contract 4400008468  
Contract 4400008495

| Service Type                                                                                                                                                                 | Description                                                  | Details                                                                                                         | Unit Price | Discount | USG Price | Qty |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------|----------|-----------|-----|
| Labor                                                                                                                                                                        | Hourly Technician rate                                       | Price per hour; billed in 15 minute increments                                                                  | \$ 95.00   | 10%      | \$ 85.50  | ea  |
| Rush Charge                                                                                                                                                                  | Expedited repair service; per unit fee                       | Service is dependent upon part and technician availability. This charge is in addition to other applicable fees | \$ 100.00  | 10%      | \$ 90.00  | ea  |
| Pick up/Delivery Fee                                                                                                                                                         | Per Occurrence Fee                                           | Call for Availability                                                                                           | \$ 150.00  | 10%      | \$ 135.00 | ea  |
| On-Site Service- Daily Rate                                                                                                                                                  | Customer site; per occurrence                                | Travel & accommodation fees not included. Please Call for availability                                          | \$ 650.00  | 10%      | \$ 585.00 | ea  |
| After Hour Response                                                                                                                                                          | After standard business hours: Emergency Hourly Response Fee | This charge is in addition to other applicable fees                                                             | \$ 125.00  | 10%      | \$ 112.50 | ea  |
| Travel Rate                                                                                                                                                                  | Hourly Travel Rate                                           | Price per hour, per technician                                                                                  | \$ 95.00   | 10%      | \$ 85.50  | ea  |
| Travel/ Lodging                                                                                                                                                              | Lodging Fee                                                  | Per night /Per technician                                                                                       | \$ 200.00  | 10%      | \$ 180.00 | ea  |
| TRAVEL MILEAGE                                                                                                                                                               | Mileage Charge                                               | Per Mile over 60 mile radius from Service Center                                                                | \$ 0.62    | 10%      | \$ 0.56   | ea  |
| <b>PLEASE NOTE THAT ALL SERVICES MAY NOT BE AVAILABLE IN ALL LOCATIONS. ONSITE SERVICE FEES MAY APPLY TO SERVICES LISTED. CONTACT YOUR LOCAL SERVICE CENTER FOR DETAILS.</b> |                                                              |                                                                                                                 |            |          |           |     |
| Standard or Expedited Shipping costs are not included. Some material may require hazardous material shipping. Other rental equipment available, call for information         |                                                              |                                                                                                                 |            |          |           |     |



## 28. TRAINERS AND TRAINING EQUIPMENT

Training Equipment – 41% off List Price

Training Classes – 10% off List Price – see below

## 30. RELATED SERVICES

| Classroom or Onsite Training | Published Price | Discount | USC Price   |
|------------------------------|-----------------|----------|-------------|
| Half Day                     | \$ 975.00       | 10%      | \$ 877.50   |
| Full Day                     | \$ 1,500.00     | 10%      | \$ 1,350.00 |
| Travel Rate Half Day         | \$ 487.50       | 10%      | \$ 438.75   |
| Travel Rate Full Day         | \$ 750.00       | 10%      | \$ 675.00   |
| SET Public Order Training*   | \$ 788.89       | 10%      | \$ 710.00   |

\*SET Public Order Training - Foundation Course for Public Order & Crowd Management Policing (Basic/Intermediate) 4 day class. Price per student, minimum of 32 students per class.

### Training Classes:

- Aerial Work/Lift Platforms
- Back Safety
- Bloodborne Pathogens
- Bucket Truck Safety
- Chainsaw Safety
- Confined Space Entry Awareness
- Confined Space Entry Operations
- Confined Space Rescue
- Cranes, Hoists & Lifts
- Crane Safety Awareness
- Defensive Driver (National Safety Council Certification)
- Developing Effective Safety Action Teams
- Do Your Own OSHA Inspection
- Electrical Safe Work Practices
- Emergency Action Plans
- Evacuation Plans that Work
- Ergonomics Hazard Assessment
- Establishing a Safety & Health Committee
- Fall Protection Awareness
- Fall Protection Competent Person
- Fire Prevention & Fire Extinguishers
- First Aid CPR AED (National Safety Council Certification)
- Flagger Certification (National Safety Council Certification)
- Forklift Operator (industrial/warehouse)
- Forklift Train the Trainer
- Hand & Portable Power Tools
- Hazard Communication/Right to Know
- Hazard Identification
- Hazardous Materials Awareness (initial and refresher)
- Hazardous Materials Operations / Spill Response Team (initial and refresher)
- Hazardous Materials 24 Hour Technician (initial and refresher)
- Hazardous Waste Management (initial and refresher)
- Hearing Conservation
- High Voltage Electrical Safety
- Hoists & Overhead Cranes
- Job Safety Analysis/Job Hazard Analysis
- Ladder Safety
- Lead Safety
- Lockout/Tagout Electrical Safety (authorized, affected and other)
- Law Enforcement Public Order Civil Unrest
- Law Enforcement Public Order Command Foundation Course
- Machine Guarding
- Material Handling
- Mobile Cranes & Rigging
- NFPA70E
- OSHA 10-hour General Industry
- OSHA 10-hour Construction
- OSHA 30-hour General Industry
- OSHA 30-hour Construction
- OSHA Overview for HR Managers
- OSHA Recordkeeping Requirements
- Overhead Crane Operator
- Personal Protective Equipment

- Power Tool Safety
- PPE Hazard Assessments
- Respirator Fit-Tester Course
- Respiratory Protection
- Respiratory Protection Program Administrator
- Safe Lifting
- Safety Orientation Programs
- Scaffold User
- Scaffold Competent Person
- Slinging and Rigging
- Spill Response Team Training
- TB & Airborne Pathogens
- Trenching & Excavation Competent Person
- Work Zone Safety Supervisor

**Training Classes Terms:**

Maximum quantity of student varies with course.

Customized classes available.

Basic Training material included.

Additional equipment may be required and is not included in the rates.

Travel and Accommodations not included.

Half-day minimum.

Training facilities provided by customer.

Some courses may require multiple days.

## County of Fairfax, Virginia

**MEMORANDUM****DATE:** April 23, 2018**TO:** Jamie Pun, Contract Specialist II  
Department of Procurement and Material Management**FROM:** Kevin Burns, SAC Chair**SUBJECT:** Recommendation for Award: RFP 2000002547, Public Safety and Emergency Preparedness Equipment and Related Services

Request for Proposal 2000002547, Public Safety and Emergency Preparedness Equipment and Related Services, closed on March 13, 2018 at 2:00 p.m. The Department of Procurement and Material Management (DPMM) distributed copies of the technical proposals to the four (4) Selection Advisory Committee (SAC) for review and evaluation. The SAC evaluation was based on the criteria cited in the RFP's Special Provisions, paragraph 16, entitled Basis for Award. A summary of the technical proposal evaluation can be seen below out of a possible 60 points:

|                      |       |
|----------------------|-------|
| • Safeware & Mallory | 56.75 |
| • Federal Resources  | 55.50 |
| • TSSi               | 51.25 |
| • WatchGuard         | 33.25 |
| • Strack             | 29    |

The SAC requested the cost proposals for the top two (2) offerors for review and evaluation from the contract specialist. Pricing was evaluated using a market basket of most commonly ordered items. Mismatches and substituted items that were not comparable were removed from the analysis. The contract specialist distributed the copies to the SAC and the summary of the cost proposal evaluation can be seen below out of a possible 40 points.

|                      |             |
|----------------------|-------------|
| • Safeware & Mallory | 40 score    |
| • Federal Resources  | 39.20 score |

The composite scores of both the Technical and Cost Proposal can be seen below out of a possible 100 points:

|                      |       |
|----------------------|-------|
| • Safeware & Mallory | 96.75 |
| • Federal Resources  | 94.70 |

The SAC conducted phone interviews with each of the finalists, reviewing a list of clarification questions about their proposal with each one. After the written answers to these

clarification questions were received, each of the SAC members had the option to review their scores. No changes were made to the scoring matrix. It was determined at this point that Federal Resources had incorrectly priced their market basket items, providing additional discounting for market basket items, which resulted in their prices looking lower than they actually ~~were~~ proposed.

The SAC decided to enter into negotiations with the top two (2) offerors from the composite scores of the technical and cost proposal. The SAC chairperson forwarded the negotiations points and requested that negotiations be done in written form.

The SAC negotiation letters can be found in the file. Federal Resources was asked to reprice their market basket and each proposer was asked for their BAFO.

The SAC would like to recommend for award a single contract with Safeware & Mallory for all product categories in the RFP. The below lists characteristics of the proposals submitted by the top two (2) offerors.

- Safeware & Mallory
  - Comprehensive offering
  - Most advantageous pricing
  - Full nationwide coverage
  - Positive references
  - Ecommerce rebates
  - Volume rebates
  - Experience working with all types of agencies across the country
- Federal Resources
  - Comprehensive offering
  - Nationwide coverage
  - Pricing is not as competitive
  - Positive references
  - No rebates offered
  - Very little experience working with state and local governments

Thank you for your consideration in this matter. Please let me know if you have any questions.

Date: March 2, 2018

ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS  
REFERENCE: RFP2000002547  
TITLE: Public Safety and Emergency Preparedness Equipment and Related Services  
DUE DATE/TIME: March 13, 2018 / 2:00 P.M. EDT

The referenced request for proposal is amended as follows: **NICAL PROPOSAL OR RETURNED**

**PRIOR TO DUE DATE/TIME.**

Note: **SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.**

1. Reference page 6, Section 8. Contract Period and Renewal, Paragraph 8.2, fourth sentence: Revise to read "The Contractor shall have the right to renew the contract for five (5) additional years or (1) year at a time or a combination of the two, by mutual consent of both parties."
2. Attachment C – Market Basket, is replaced in its entirety by an updated version. Prospective Offerors may access the updated version of Attachment C – Market Basket in Excel format at: <http://www.fairfaxcounty.gov/solicitations>
3. Refer to Attachment I for questions and answers received by e-mail and from the pre-proposal conference held on February 22, 2018 at 10:30 A.M.
4. Refer to Attachment 2 for the Attendance Sheet for the pre-proposal conference held on February 22, 2018.

All other terms and conditions remain unchanged.



Jamie Pun, VCO, CPPB  
Contract Specialist II, Team 1

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

\_\_\_\_\_  
Name of Firm

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

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

**A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN THE TECH**

**Department of Procurement & Material Management**

12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

**Website:** [www.fairfaxcounty.gov/procurement](http://www.fairfaxcounty.gov/procurement)

**Phone** 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

Attachment I

- Q1: Can a company submit for one of the single line item, i.e. AED's, or is it required to be able to provide all of the items listed?
- A1: **As stated in the Introduction and Background, paragraph 3, General Definition of Products and Services, the intent of the RFP is to provide "the broadest possible range" of public safety and emergency preparedness products and related services specified in the categories. The County seeks to enter into a Master Agreement for a complete line of Public Safety and Emergency Preparedness Equipment and Related Services and not limited in scope to a single line item. Potential offerors will be evaluated on the depth of their product offering and pricing as represented by Attachment C – Pricing Sheet and Market Basket.**
- Q2: Are Market Basket prices ceiling prices for these items? How long do we have to hold the Market Basket prices?
- A2: **Market basket prices are not ceiling prices. The prices in the market basket should be in accordance with the discounts provided in the Discount by Category. The discount rates must be held firm for the duration of the contract. The net price after discount may change based on updates made by manufacturers to their list prices.**
- Q3: What is the average annual sales being purchased on this particular contract?
- A3: **Please refer to the paragraph titled Estimated Volume on page 3 of the RFP. The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually.**
- Q4: We have identified the following suppliers from the Market Basket that are British companies. Our research has indicated that the incumbent on this contract is their sole U.S. distributor.
- BakerCorp
  - ARI
  - DMS
  - Yaffy
- Therefore, we request items from these companies be removed from the Market Basket for competitive analysis since this provides an unfair advantage to the incumbent.
- A4: **The Offerors may provide alternate or substitute items that are comparable to any of the products listed in the market basket, if the proposed product is something they cannot supply.**
- Q5: Line Item Number 116 on the Market Basket, part number MSRHB from Potters Industries, has a Unit of Measure (UOM) as "EA." Does the Annual Usage indicate the quantity of pounds of this product or the number of bags?
- A5: **Quantity of pounds. Please see the updated Attachment C - Market Basket.**
- Q6: In the RFP, section 6, 6.1, the supplier is directed to supply fixed percentage discount from a manufacturer or catalog (or other objectively verifiable criteria) price for each product category in Paragraph 3 (items 1 through 31). It is our understanding that the US Communities is simply requesting a price justification for the items on the Attachment C (Market Basket). That said, if the Government is looking for a fully encompassing catalog of all of the vendors that the supplier wishes to provide to US Communities' associated Public Agencies, we would request that this be clarified. Is our understanding correct that for the immediate solicitation, it will only be in reference to Attachment C, and a full compilation of product offerings will be submitted for review post award?
- A6: **A completed Attachment C – Pricing Sheet should be reflective of an offeror's full compilation of product offerings. Offerors' current, full compilation of product offerings must be submitted with their proposals.**

Attachment I

- Q7: In the RFP, section 17 indicates a proposal due date of March 13, 2018; the US Communities web site, however, indicates a proposal due date of March 19, 2018. We understand the mission-critical nature of this procurement to the US Communities. In our experience, large, complex procurements such as this require a month (or longer) to ensure full compliance with the original submission. Additional time would also enable bidders to align the requirements and pricing across hundreds of Original Equipment Manufacturers (if required, see question 1, above). In addition, question responses from the Government may not be available until bidders' proposals are in close to their final stages of completion. Considering these factors, and the critical importance of this procurement to the US Communities stakeholders, would the Government consider extending the proposal due date to April 2, 2018?
- A7: **No, at this time, we have no intention of extending the due date. The due date/time remains as March 13, 2018 at 2 p.m. EST.**
- Q8: In the RFP, sections 1 through 18 ("FAIRFAX COUNTY SPECIAL PROVISIONS") include a number of requirements, ranging from insurance requirements to federal grant terms and conditions. Would the Government confirm that bidders need to only indicate compliance with these requirements, rather than provide comprehensive narrative explanations?
- A8: **Yes, offerors only need to indicate their compliance with the requirements of the Special Provisions. No comprehensive narrative for each requirement of the Special Provisions is required as long as the offeror confirms agreement to be bound by all terms and conditions of the RFP by signing the cover sheet (DPMM 32).**
- Q9: In regards to discount, can more than one discount be applied to a supplier?
- A9: **Yes. Please refer to paragraph 6.1 of the RFP.**
- Q10: Do we have to request that you protect our financial information?
- A10: **Yes. Please follow the instructions of section 10 titled Trade Secrets/Proprietary Information.**
- Q11: Can there be multiple awards?
- A11: **Yes. Please refer to paragraph 16.1 (pg. 8) and the paragraph titled Multiple Awards on page 4 of the RFP.**
- Q12: In regards to obtaining business license: will you need a license for doing business with other agencies across the country?
- A12: **If the successful offeror operates in Fairfax County, it will be required to obtain the Business, Professional and Occupational License as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. Please include a completed copy of the Business, Professional and Occupational License form in your proposal.**
- Q13: As part of the market basket, do we include the entire manufacturer's price lists?
- A13: **Yes, the price lists need to be included so that pricing/discounts can be easily verified.**
- Q14: Are there opportunities for vendors to be on other processes?
- A14: **Yes, but we require that we are offered the same or better pricing.**
- Q15: How long is this contract for?
- A15: **Please refer to section 8 titled Contract Period and Renewal on page 6 of the RFP.**
- Q16: If you don't get awarded, can you apply for other contracts with other counties across the country for the same contract?
- A16: **No, there will be no other solicitations for U.S. Communities for the products and services included in this solicitation.**

Attachment I

- Q17: If vendor has current county contract, and gets selected for the new contract, will one supersede the other?
- A17: As long as there is no overlap between the scope of the contracts, both contracts may be used by the County. If there is overlap in scope, (the two contracts offering the same products) the County will most likely choose to use the resultant U.S. Communities contract.**
- Q18: If there is an outdated market basket item, do you want us to give the most up to date listing?
- A18: Yes.**
- Q19: Is there a limitation to the amount of times we can update pricing? Do we need to include justification for price change?
- A19: Discount rates must remain firm for the entire contract period. Whenever manufacturer pricing changes, the change can be communicated and adjusted. Written justification for price change should include the updated manufacturer's price list.**
- Q20: For Lines #88 & #89 of the Market Basket, the stated UOM is EA. This item however ships in cases of 25. Are we to assume pricing for a case of 25 each?
- A20: Yes, please see the updated Attachment C - Market Basket.**
- Q21: Line #116 of the Market Basket list UOM of EA, but this item is sold per pound. Should we assume the quantity refers to pounds?
- A21: Please see the answer to question 5.**
- Q22: If an awarded vendor is providing products/service in another jurisdiction, is there a requirement to have a license in those localities?
- A22: The Business, Professional and Occupational License (BPOL) requirement is specific to Fairfax County. License requirements in other jurisdictions may or may not be required. This is to be determined by the awarded vendor when working with other jurisdictions.**
- A23: If a vendor is not selected, will there be an opportunity post-award to be added to the contract?
- A23: No, this is the only opportunity to be awarded a U.S. Communities contract for public safety and emergency preparedness products and related services.**
- Q24: If our products are not comprehensive, technology related to safety, for example, can we propose only that item?
- A24: An offeror should respond, if its offerings fit the scope of the RFP and meet the needs and requirements as described in the RFP. Please see A1 above.**
- Q25: Section 9.1 PRICING  
Although the ensuing contract will be FFP, can the contract holder offer higher than proposed/contracted discounts (lower prices) when the situation warrants (e.g., customer requires a high volume purchase)?
- A25: Yes. Please refer to 3.3, (b) on page 42 of the RFP.**



Attachment 2  
Addendum #1  
RFP 200002547

PRE PROPOSAL CONFERENCE  
ATTENDANCE SHEET

DATE/TIME: February 22, 2018 at 10:30 a.m.

SOLICITATION #: RFP200002547; Public Safety and Emergency Preparedness Equipment and Related Services

| Individual's Name | Company Name         | Telephone Number |
|-------------------|----------------------|------------------|
| MATT BIRKBAUM     | FEDERAL RESOURCES    | 703-309-7137     |
| Mike Russell      | Federal Resources    | 410-330-8490     |
| Charlotte Pog     | Federal Resources    | 410-630-8467     |
| JEFF WINBOURNE    | WINBOURNE CONSULTING | 703 584 5350     |
| Neil Senatro      | TSSI                 | 540-434-8974     |
| Natalie Sherlock  | TSSI                 | 540-607-0085     |
| Matt Nassar       | TSSI                 | 703-304-6354     |
| Rick Head         | Intervu              | 301 683 1234     |
| Karla Hyatt       | Safeware             |                  |
| Ed Simons         | Safeware             |                  |
| ALLISON WINDSOR   | MAJORY               | 878-644-9484     |
| Chels Roberts     | Safeware             | 301 683 1234     |

**PRE PROPOSAL CONFERENCE  
ATTENDANCE SHEET**

DATE/TIME: February 22, 2018 at 10:30 a.m.

SOLICITATION #: RFP200002547; Public Safety and Emergency Preparedness Equipment and Related Services

| Individual's Name | Company Name                     | Telephone Number |
|-------------------|----------------------------------|------------------|
| Shawn Murray      | <del>ATA</del> Safeware   Malloy | 206-510-0705     |
| Kenny James       | Watch Guard Video                | 409-343-6758     |
| Greg Bellenger    | Southern Police Equipment        | 854-323-1855     |
| JAMES MEHALLEIGH  | Pollmaster                       | 570-508-1195     |
| Bill Pearse       | MSA Security                     | 410-310-8301     |
| Tine Franklin     | CTSI                             | 571-221-2395     |
| William Dunn      | MES                              | 301-573-9654     |
| Cathy Muse        | Fairfax County Govt - DPM        | 703-524-3201     |
| Alexis Turner     | US Communities                   | 214-629-2056     |
| William Goines    | ARC Technology Solutions         | 918-284-6510     |
| Lounette Robinson | DPM                              | 703-324-3281     |
| Jamie Run         | ORMM                             | 703-324-3653     |



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**U.S. COMMUNITIES®**  
GOVERNMENT PURCHASING ALLIANCE



**COMPETITIVE SOLICITATION**

**BY FAIRFAX COUNTY, VA**

**FOR**

**PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT AND  
RELATED SERVICES**

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES**

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES**

**GOVERNMENT PURCHASING ALLIANCE**

**RFP 2000002547**

## PRE-PROPOSAL CONFERENCE

RFP 2000002547

An optional pre-proposal conference will be held at 10:30am on February 22<sup>nd</sup>, 2018 at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 4/5, Fairfax Virginia. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing by **February 27, 2018** to the contract specialist at [dpmteam1@fairfaxcounty.gov](mailto:dpmteam1@fairfaxcounty.gov).



# FAIRFAX COUNTY

## DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427  
FAIRFAX, VIRGINIA 22035-0013

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

|                                        |                                                      |                                                                                       |
|----------------------------------------|------------------------------------------------------|---------------------------------------------------------------------------------------|
| <b>ISSUE DATE:</b><br>February 6, 2018 | <b>REQUEST FOR PROPOSAL NUMBER:</b><br>RFP2000002547 | <b>TITLE:</b> Public Safety and Emergency Preparedness Equipment and Related Services |
| <b>DEPARTMENT:</b><br>Various          | <b>DUE DATE/TIME:</b><br>March 13, 2018 / 2:00 P.M.  | <b>CONTRACT SPECIALIST:</b> Jamie Pun; 703-324-3653 or Jamie.Pun@fairfaxcounty.gov    |

**Proposals** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

**Note:** Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

### NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole  
Proprietor)

Prompt Payment Discount: \_\_\_% for payment within \_\_\_days/net  
\_\_\_days

State Corporation Commission (SCC)  
Identification No.

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix C, the Certification Regarding Ethics in Public Contracting set forth in Appendix D, and by any other relevant certifications set forth in Appendix B.**

#### BUSINESS CLASSIFICATION – Described in Appendix D – CHECK ONE:

- ☐ MICRO ☐ SMALL ☐ MINORITY-OWNED ☐ WOMEN-OWNED ☐ VETERAN OWNED  
☐ EMPLOYMENT SERVICE ORG ☐ NON PROFIT ☐ GOVERNMENT/PUBLIC BODY

State in which Incorporated: \_\_\_\_\_

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

Vendor Legally Authorized Signature

Date

Print Name

Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



(DPMM32) rev 08/2013

## INTRODUCTION AND BACKGROUND

### 1. MASTER AGREEMENT

Fairfax County, VA (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Public Safety and Emergency Preparedness Equipment and Related Services (herein "Products and Services").

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

### 2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

### 3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

It is the intent of this solicitation to allow Offerors to propose the broadest possible selection of the equipment specified in the categories listed below.

General Product Categories:

- 1. Personal Protective Equipment (PPE)
- 2. Explosive Device Mitigation and Remediation Equipment
- 3. Environmental Monitoring
- 4. CBRNE Search & Rescue Equipment
- 5. Interoperable Communications Equipment
- 6. Detection Equipment
- 7. Decontamination Equipment
- 8. Hazardous Materials Storage
- 9. Spill Control and Containment
- 10. Physical Security Enhancement Equipment
- 11. Surveillance, Warning, Access/Intrusion Control
- 12. Explosion Protection
- 13. Fire and Emergency Response
- 14. Traffic Safety
- 15. Facility Safety and Maintenance
- 16. Fall protection and Confined Space
- 17. Medical and First Aid Supplies
- 18. CBRNE Reference Materials

## INTRODUCTION AND BACKGROUND

19. Automated External Defibrillators (AEDs)
20. Ammunition/Less than Lethal Munitions
21. Civil Disturbance Gear
22. Dive Gear/Underwater Recovery/Water Safety
23. Police Fleet Management Products
24. Law Enforcement Software
25. Public Safety Aviation- Helicopters
26. Public Safety Uniforms
27. Vehicles
28. Trainers and Training Equipment
29. Vending Solutions
30. Related Services
31. Other Non-Listed Public Safety, Law Enforcement and Fire Equipment

By way of example only, and without the intent to limit the broad category of Public Safety and Emergency Preparedness Equipment and Related Services that might be available from potential offerors, a more detailed listing of the above referenced categories is shown on ATTACHMENT A hereto.

### 4. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

#### National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

#### Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each [Advisory Board Member](#) is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

#### Current U.S. Communities Advisory Board Members

|                               |                                     |
|-------------------------------|-------------------------------------|
| Auburn University, AL         | Great Valley School District, PA    |
| Beaverton School District, OR | Harford County Public Schools, MD   |
| City and County of Denver, CO | Hennepin County, MN                 |
| City of Charlotte, NC         | Los Angeles County, CA              |
| City of Chicago, IL           | Maricopa County, AZ                 |
| City of El Paso, TX           | Miami-Dade County, FL               |
| City of Houston, TX           | North Carolina State University, NC |
| City of Kansas City, MO       | Onondaga County, NY                 |



## INTRODUCTION AND BACKGROUND

|                                    |                                       |
|------------------------------------|---------------------------------------|
| City of Los Angeles, CA            | Port of Portland, OR                  |
| City of Ocean City, NJ             | Prince William County Schools, VA     |
| City of Seattle, WA                | San Diego Unified School District, CA |
| Cobb County, GA                    | State of Iowa, IA                     |
| Denver Public Schools, CO          | State of Louisiana, LA                |
| Emory University, GA               | The Ohio State University, OH         |
| Fairfax County, VA                 | The School District of Collier County |
| Fresno Unified School District, CA |                                       |

### Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.5 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Fairfax County, VA is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Appendix B.

### Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Fairfax County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

### Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,



## INTRODUCTION AND BACKGROUND

- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

### Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Fairfax County, VA reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the County and Participating Public Agencies as a result of this solicitation.

## 5. EVALUATION OF PROPOSALS

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

### 5.1 TECHNICAL PROPOSAL INSTRUCTIONS:

- 5.1.1 The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.
  - a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
  - b. Understanding of the problem and technical approach.
    1. Statement and discussion of the requirements as they are analyzed by the offeror.
    2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
    3. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

## INTRODUCTION AND BACKGROUND

### 5.1.2 Treatment of the Issues:

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues.

### 5.1.3 Statement of Qualifications:

The statement of Qualifications must include a description of organizational and staff experience.

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference (See ATTACHMENT B).
- c. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.

### 5.1.4 **SUPPLIER QUALIFICATIONS, SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION (Ref. Page 11-17)**

### 5.1.5 **SUPPLIER INFORMATION (Ref. Pages 19-23)**

## 6. **COST PROPOSAL INSTRUCTIONS:**

The offeror must submit the following information as part of the cost proposal:

- 6.1. Provide in ATTACHMENT C (Pricing Sheet) the proposed pricing using a fixed percentage discount from a manufacturer or catalog (or other objectively verifiable criteria) price for each product category in Paragraph 3 (items 1 through 31). Multiple discounts may be provided for each product category.
- 6.2. Provide in ATTACHMENT C (Market Basket) the price for each item based on the pricing proposed in the Pricing Sheet. **THIS IS NOT A CORE LIST.**
- 6.3. Provide the reference to the manufacturer price, catalog price, or other objective criteria used to determine pricing of each Product category and state why this the most advantageous to Participating Public Agencies.
- 6.4. State if the quoted price for each Product category is the most favorable pricing offered by your company to state and local agencies nationwide.
- 6.5. Propose a plan to adjust pricing as market conditions change.
- 6.6. All pricing proposed must include charges for shipping.
- 6.7. Detail pricing for items requiring special shipping, door delivery. Installed inside delivery etc. are items that would require additional charge due to a special circumstance.

## INTRODUCTION AND BACKGROUND

### 7. PRE-PROPOSAL CONFERENCE:

- 7.1 An optional pre-proposal conference will be held on February 22<sup>nd</sup>, 2018 at 10:30 A.M. in the Fairfax County Government Center, Conference Center Room 4/5, 12000 Government Center Parkway, Fairfax, Virginia. To request reasonable ADA accommodations, call the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 711. Please allow seven working days in advance of the event to make the necessary arrangements.
- 7.2 The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to [dpmteam1@fairfaxcounty.gov](mailto:dpmteam1@fairfaxcounty.gov) or to the Contract Specialist at [Jamie.Pun@fairfaxcounty.gov](mailto:Jamie.Pun@fairfaxcounty.gov).

### 8. CONTRACT PERIOD AND RENEWAL:

- 8.1 This contract will begin on October 1, 2018, and terminate on September 30, 2023.
- 8.2 Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Procurement Department. The initial term of this contract is for a five (5) year period. The County reserves the right to renew the contract for four (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.
- 8.3 The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

### 9. PRICING:

- 9.1 The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.
- 9.2 The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 9.3 Price decreases shall be made in accordance with paragraph 39 of the General Conditions & Instructions to Offerors (Appendix C).

## INTRODUCTION AND BACKGROUND

### 10. TRADE SECRETS/PROPRIETARY INFORMATION:

- 10.1 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 10.2 The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.
- 10.3 Request for Protection of Trade Secrets or Proprietary Information (Appendix D, page 65) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 10.4 The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

### 11. CONTACT FOR CONTRACTUAL MATTERS:

- 11.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Jamie Pun, VCO, CPPB, Contract Specialist  
 Department of Procurement and Material Management  
 Telephone: (703) 324-3653  
[Jamie.Pun@fairfaxcounty.gov](mailto:Jamie.Pun@fairfaxcounty.gov)

- 11.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see Introduction and Background, paragraph 16.3).

### 12. REQUIRED SUBMITTALS:

- 12.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

### 13. SUBMISSION OF PROPOSAL:

- 13.1. One (1) original (duly marked) and one (1) copy of the Technical proposal, and one (1) original (duly marked) and one (1) copy of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. It is requested that **two copies of the proposal be provided in a thumb drive format**. The offeror must include a notarized statement that the thumb drive versions are true copies of the printed version. Electronically stamped delivery receipts are available.

Department of Procurement and Material Management  
 12000 Government Center Parkway, Suite 427  
 Fairfax, Virginia 22035-0013  
 Telephone: 703-324-3201

## INTRODUCTION AND BACKGROUND

- 13.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Department of Procurement and Material, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/solicitations](http://www.fairfaxcounty.gov/solicitations).
- 13.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 13.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 13.5. Each original and set of the one (1) copy of the proposal shall consist of:
  - a. Cover sheet (DPMM32)
  - b. Technical proposal as required in Section 5.1, **TECHNICAL PROPOSAL INSTRUCTIONS**.
  - c. Cost proposal as required in Section 6, **COST PROPOSAL INSTRUCTIONS**. (Attachment C should be included in the Cost proposal).
- 13.6. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.
14. **LATE PROPOSALS:**
  - 14.1 Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.
15. **PERIOD THAT PROPOSALS REMAIN VALID:**
  - 15.1 Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.
16. **BASIS FOR AWARD:**
  - 16.1 This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.

## INTRODUCTION AND BACKGROUND

- 16.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 16.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 16.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 16.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 16.6. Proposal Evaluation Criteria  
 The following factors will be considered in the award of this contract:
  - a. Proven Experience of the company's success in providing Public Safety and Emergency Preparedness Equipment and Related Services on a nationwide and local basis. **(10 points)**
  - b. Depth of response to the TECHNICAL PROPOSAL, Section 5. **(20 points)**
  - c. Depth of Response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (Reference pages 12 – 24). **(30 points)**
  - d. Depth of response to COST PROPOSAL, Section 6, including Market Basket pricing, and reasonableness of cost proposal(s). **(40 points)**
- 16.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 16.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

## INTRODUCTION AND BACKGROUND

- 16.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 16.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

### 17. REQUEST FOR PROPOSAL SCHEDULE:

- 17.1. The following schedule will be used for this Request for Proposal:

| <b>Date</b>       | <b>Event</b>                                                     | <b>Time</b> |
|-------------------|------------------------------------------------------------------|-------------|
| February 6, 2018  | RFP Released                                                     | N/A         |
| February 22, 2018 | Pre-Proposal Conference                                          | 10:30a.m.   |
| March 13, 2018    | Proposals are due                                                | 2:00 p.m.   |
| March 27-28, 2018 | Evaluate and Rank Proposals                                      | N/A         |
| March 28, 2018    | Potential Interview of Companies with Most Competitive Proposals | 9:00 a.m.   |
| June 1, 2018      | Award Contract to the highest ranked Offeror                     | N/A         |

## SUPPLIER QUALIFICATIONS

### SUPPLIER COMMITMENTS

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.



## SUPPLIER QUALIFICATIONS

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

## SUPPLIER QUALIFICATIONS

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public

## SUPPLIER QUALIFICATIONS

Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

## SUPPLIER QUALIFICATIONS

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

## SUPPLIER QUALIFICATIONS

### **U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION**

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

**The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Appendix A) and submit with the supplier's proposal without exception or alteration. Failure to do so shall result in disqualification.**

## SUPPLIER QUALIFICATIONS

### SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?  
YES \_\_\_\_\_ NO \_\_\_\_\_
- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?  
YES \_\_\_\_\_ \*NO \_\_\_\_\_  
(\*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?  
YES \_\_\_\_\_ \*NO \_\_\_\_\_  
(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:  
\_\_\_\_\_ Sales between \$0 and \$25,000,000  
\_\_\_\_\_ Sales between \$25,000,001 and \$50,000,000  
\_\_\_\_\_ Sales between \$50,000,001 and \$100,000,000  
\_\_\_\_\_ Sales greater than \$100,000,001
- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?  
YES \_\_\_\_\_ NO \_\_\_\_\_
- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES \_\_\_\_\_ NO \_\_\_\_\_
- G. Will your company commit to the following implementation schedule?  
YES \_\_\_\_\_ NO \_\_\_\_\_
- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?  
YES \_\_\_\_\_ NO \_\_\_\_\_


Submitted by: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

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

\_\_\_\_\_  
(Title)

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

|  <b>New Supplier Implementation Checklist</b> |  | Target<br>Completion<br>After Award |
|--------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------|
| <b>1. First Conference Call</b>                                                                                                |  | <b>One Week</b>                     |
| Initial Kick Off Call to discuss expectations                                                                                  |  |                                     |
| Set Contract Launch Date & Outline Kick Off Plan                                                                               |  |                                     |
| Establish initial contact people & roles/responsibilities                                                                      |  |                                     |
| Supplier Log-In Credentials established                                                                                        |  |                                     |
| Set Agency Webinar Dates                                                                                                       |  |                                     |
| <b>2. Executed Legal Documents</b>                                                                                             |  | <b>One Week</b>                     |
| U.S. Communities Admin Agreement                                                                                               |  |                                     |
| Lead Public Agency agreement signed                                                                                            |  |                                     |
| <b>3. Program Contact Requirements</b>                                                                                         |  | <b>One Week</b>                     |
| Supplier contacts communicated to U.S. Communities Staff                                                                       |  |                                     |
| Dedicated email                                                                                                                |  |                                     |
| Dedicated toll free number                                                                                                     |  |                                     |
| <b>4. Second Conference Call</b>                                                                                               |  | <b>Two Weeks</b>                    |
| Establish Sales Training Webinar Dates                                                                                         |  |                                     |
| Complete Supplier Set Up Form                                                                                                  |  |                                     |
| Complete User Account and User ID Form                                                                                         |  |                                     |
| Identify Dates for Senior Management Meeting                                                                                   |  |                                     |
| Review Contract Commitments                                                                                                    |  |                                     |
| <b>5. Marketing Kick Off Call</b>                                                                                              |  | <b>Two Weeks</b>                    |
| Overview of Marketing Requirements                                                                                             |  |                                     |
| Establish Timeline for Marketing Deliverables                                                                                  |  |                                     |
| Set Weekly Marketing Call                                                                                                      |  |                                     |
| Discuss Agency Webinar Slides & Set Timeframe for Deliverables                                                                 |  |                                     |
| <b>6. Initial NAM &amp; Staff Training Meetings</b>                                                                            |  | <b>Three Weeks</b>                  |
| Discuss expectations, roles & responsibilities                                                                                 |  |                                     |
| Introduce and review web-based tools                                                                                           |  |                                     |
| Review process & expectations of Lead Referral contact with NAM & identified LRC                                               |  |                                     |
| <b>7. Senior Management Meeting</b>                                                                                            |  | <b>Four Weeks</b>                   |
| Implementation Process Progress Report                                                                                         |  |                                     |
| U.S. Communities & Vendor Organizational Overview                                                                              |  |                                     |
| Supplier Manager to review & further discuss commitments                                                                       |  |                                     |
| <b>8. Review Top Joint Target Opportunities</b>                                                                                |  | <b>Five Weeks</b>                   |
| Top 10 Local Contracts                                                                                                         |  |                                     |
| Review top U.S. Communities PPA's                                                                                              |  |                                     |
| <b>9. Web Development</b>                                                                                                      |  |                                     |
| Initiate E-Commerce Conversation                                                                                               |  | <b>Two Weeks</b>                    |
| Product Upload to U.S. Communities site                                                                                        |  | <b>Five Weeks</b>                   |
| <b>10. Sales Training &amp; Roll Out</b>                                                                                       |  |                                     |
| Program Manager briefing - Coordinate with NAM                                                                                 |  | <b>Five Weeks</b>                   |
| Initial remote WebEx training for all sales - Coordinate with NAM                                                              |  | <b>Three Weeks</b>                  |
| Initiate contact with Advisory Board (AB) members                                                                              |  | <b>Six Weeks</b>                    |
| Determine PM & Local Metro teams strategy sessions                                                                             |  | <b>Six Weeks</b>                    |
| <b>11. Marketing – see marketing deliverables checklist as reviewed with marketing contact</b>                                 |  | <b>Eight Weeks</b>                  |
| <b>12. Agency Webinars</b>                                                                                                     |  | <b>Post Launch</b>                  |

## SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

### **National Commitments**

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Supplier Qualifications Section.

### **Company Overview**

1. Provide the total number and location of sales persons employed by your company in the United States.

***Example:***

| NUMBER OF SALES REPRESENTATIVES | CITY          | STATE |
|---------------------------------|---------------|-------|
| 13                              | Phoenix       | AZ    |
| 6                               | San Francisco | CA    |
| 10                              | Atlanta       | GA    |
| 12                              | Boise         | ID    |
| 6                               | Lexington     | KY    |
| 5                               | New Orleans   | LA    |
| 3                               | Philadelphia  | PA    |
|                                 | Etc.          | Etc.  |
| <b>Total: 366</b>               |               |       |

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Explain how your company will educate its sales force about the Master Agreement.
4. Provide the company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

| SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016 |            |            |            |
|--------------------------------------------------------------------|------------|------------|------------|
| Segment                                                            | 2014 Sales | 2015 Sales | 2016 Sales |
| Cities                                                             |            |            |            |
| Counties                                                           |            |            |            |
| K-12 (Pubic/Private)                                               |            |            |            |
| Higher Education (Public/Private)                                  |            |            |            |
| States                                                             |            |            |            |
| Other Public Sector and Nonprofits                                 |            |            |            |
| Federal                                                            |            |            |            |
| Private Sector                                                     |            |            |            |
| <b>Total Supplier Sales</b>                                        |            |            |            |



## SUPPLIER INFORMATION

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

| <b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016</b> |                   |                   |                   |
|---------------------------------------------------------------------------|-------------------|-------------------|-------------------|
| <b>Segment</b>                                                            | <b>2014 Sales</b> | <b>2015 Sales</b> | <b>2016 Sales</b> |
| Cities                                                                    |                   |                   |                   |
| Counties                                                                  |                   |                   |                   |
| K-12 (Pubic/Private)                                                      |                   |                   |                   |
| Higher Education (Public/Private)                                         |                   |                   |                   |
| States                                                                    |                   |                   |                   |
| Other Public Sector and Nonprofits                                        |                   |                   |                   |
| Federal                                                                   |                   |                   |                   |
| Private Sector                                                            |                   |                   |                   |
| <b>Total Supplier Sales</b>                                               |                   |                   |                   |

6. Provide a list of your company's ten largest public agency customers, including contact information.
7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

### **Order Processing and Distribution**

- Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
- In what formats do you accept orders (telephone, ecommerce, etc.)?
- Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
- Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
- State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
- Describe how your company proposes to distribute the Products and Services nationwide.
- Identify all other companies that will be involved in processing, handling or shipping the Products to the end user.
- Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).
- Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
- Describe your company's ecommerce capabilities:

## SUPPLIER INFORMATION

- a. Include details about your company's ability to create punch out sites and accept orders electronically.
  - b. Provide detail on your company's ability to integrate with a public agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.
11. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
  - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.
  - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

### **Marketing and Sales**

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.
2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:
 

\$ \_\_\_\_\_.00 in year one  
 \$ \_\_\_\_\_.00 in year two  
 \$ \_\_\_\_\_.00 in year three

### **National Staffing Plan**

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined on page 19, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.

## SUPPLIER INFORMATION

2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

| <u>Role</u>              | <u>Description of Role</u>                                                                                                             | <u>Person Responsible<br/>and Title</u> | <u>Time<br/>Commitment<br/>(%)</u> |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------|
| Executive Sponsor        | Responsible for the corporate commitment. Works with Supplier Manager.                                                                 |                                         |                                    |
| National Account Manager | Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager. |                                         |                                    |
| Lead Referral Manager    | Responsible for distributing leads generated through the USC website.                                                                  |                                         |                                    |
| Marketing Lead           | Responsible for all marketing efforts. Works with USC marketing regularly.                                                             |                                         |                                    |
| IT Lead                  | Responsible for building USC landing page for supplier.                                                                                |                                         |                                    |
| Reporting Lead           | Responsible for providing monthly reports to USC.                                                                                      |                                         |                                    |

3. Provide an organizational chart of your company.
4. Submit a bio for each of the below personnel:
- a. The person your company proposes to serve as the National Accounts Manager;
  - b. Each person that will have primary responsibility for U.S. Communities account management; and
  - c. Key executive personnel that will be supporting the program.

### **Products, Services and Solutions**

- Provide a description of how your offering meets the requirements set forth in Section 3 of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.
- Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.

## SUPPLIER INFORMATION

3. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.
4. State your normal delivery time (in days) and any options for expediting delivery, if applicable.
5. Please state your backorder policy.
6. Please state restocking fees and procedures for returning products.

### **Environmental**

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.
3. Please indicate if you have any products in your offering that have any third-party environmental certifications, such as:
  - a. Biodegradable Products Institute (e.g., compostable bags, food service ware, etc.)
  - b. Consortium for Energy Efficiency (lamps)
  - c. Cradle to Cradle (e.g., building materials, construction adhesives, paint)
  - d. Design Lights Consortium (e.g., LED lighting equipment)
  - e. ENERGY STAR (e.g., appliances, HVAC and lighting equipment)
  - f. Green Seal (e.g., cleaners, hand soap, janitorial paper products, paint)
  - g. Master Painters Institute (MPI) Green Performance Standard (paints and coatings)
  - h. NEMA Premium Efficiency (e.g., motors, ballasts)
  - i. Scientific Certification Systems (SCS) FloorScore (e.g., carpet, flooring, flooring adhesives, underlayment, etc.)
  - j. Scientific Certification Systems (SCS) Indoor Advantage (building materials, furniture, etc.)
  - k. UL GREENGUARD (adhesives, flooring, insulation, sealants, etc.);
  - l. UL EcoLogo (cleaners, deodorizers, hand soaps and sanitizers, floor polish and strippers, etc.)
  - m. USDA Biobased (lubricants, building materials, etc.)
  - n. US EPA Safer Choice (cleaners, hand soaps, deicers, floor maintenance chemicals)
  - o. WaterSense (water efficient fixtures, toilets, etc.)
4. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

### **Additional Information**

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

## FAIRFAX COUNTY SPECIAL PROVISIONS

### 1. INSURANCE:

- 1.1 The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 1.2 The Contractor shall, during the continuance of all work under the Contract provide the following:
  - a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
  - c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
  - d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
  - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - f. Rating Requirements:
    1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
    2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
  - g. Indemnification: Article 57 of the General Conditions and Instructions to Bidders (Appendix C) shall apply.
  - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.

## FAIRFAX COUNTY SPECIAL PROVISIONS

- i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.
- 1.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 1.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 1.5. Fairfax County, their employees and officers shall be named as an additional insured in the General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

### 2. **METHOD OF ORDERING:**

- 2.1 The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 2.2 A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 2.3 Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 2.4 Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 2.5 Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

### 3. **REPORTS AND INVOICING:**

- 3.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 3.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
  - a. Employee name;
  - b. The name of the County department;
  - c. Date of services
  - d. The type of services; and,
  - e. The itemized cost for each item/service.

## FAIRFAX COUNTY SPECIAL PROVISIONS

- 3.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 3.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

### 4. **PAYMENTS:**

- 4.1 The County will pay the Contractor based upon completion, acceptance, and approval by the County.

### 5. **CHANGES:**

- 5.1 Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 5.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

### 6. **DELAYS AND SUSPENSIONS:**

- 6.1 The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 6.2 If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 6.3 The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

### 7. **ACCESS TO AND INSPECTION OF WORK:**

- 7.1 The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

## FAIRFAX COUNTY SPECIAL PROVISIONS

### 8. **PROJECT AUDITS:**

- 8.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
  - a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
  - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
  - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
  - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 8.2 These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 8.3 Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 8.4 Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 8.5 Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

### 9. **DATA SOURCES:**

- 9.1 The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

### 10. **SAFEGUARDS OF INFORMATION:**

- 10.1 Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.



## FAIRFAX COUNTY SPECIAL PROVISIONS

### 11. ORDER OF PRECEDENCE:

- 11.1 In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix C).

### 12. SUBCONTRACTING:

- 12.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <http://www.dmbv.virginia.gov/index.html>, local chambers of commerce and other business organization.
- 12.2 As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix D, page 71 to this solicitation.

### 13. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 13.1 Reference Paragraph 70, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix D for sample listing).
- 13.2 It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 13.3 Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 13.4 Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 13.5 Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

### 14. NEWS RELEASE BY VENDORS:

- 14.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

## FAIRFAX COUNTY SPECIAL PROVISIONS

### 15. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 15.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 15.2 Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

### 16. HIPAA COMPLIANCE:

- 16.1 Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 16.2 Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

### 17. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 17.1 Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

### 18. FEDERAL GRANT TERMS AND CONDITIONS:

- 18.1 Federal funds may be expended under the resulting contract(s); therefore the offeror agrees to the attached federal grant terms and conditions (Appendix I) without exception.

## ATTACHMENT A

DETAILED SPECIFICATIONS FOR PUBLIC SAFETY CATEGORIESPUBLIC SAFETY CATEGORIES

The following categories are by way of example only and are not meant to limit the broad range of products that might be available from potential offerors. Product Category Examples (Note: Items 1-31 are compiled, in part, from the Office of Domestic Preparedness' Authorized Equipment List and The InterAgency Board's Standardized Equipment List):

**1. Personal Protective Equipment**

Equipment worn to protect the individual from hazardous materials and contamination in the workplace including, a chemical/biological threat environment. Examples include the following: chemical resistant suits, escape masks, gloves, coveralls, helmets, eye protection, hi-visibility clothing, safety footwear, respiratory protective equipment, SCBAs, etc.

**2. Explosive Device Mitigation and Remediation Equipment**

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment, such as:

- Bomb Search Protective Ensemble for Chemical/Biological Response
- Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- Cooling Garments to manage heat stress
- Ballistic Threat Body Armor & Helmets (not for riot suppression)
- Blast and Ballistic Threat Eye Protection (not for riot suppression)
- Blast and Overpressure Threat Ear Protection (not for riot suppression)
- Fire Resistant Gloves
- Disarmer/Disrupter
- Real Time X-Ray Unit; Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV)
- CBRNE Upgrades for Existing TCV
- Robot; Robot Upgrades
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection
- Inspection mirrors
- Ion Track Explosive Detector

**3. Environmental Monitoring**

Items such as: chip measurement systems, passive dosimeter badges, diffusion tubes, detector tube systems, air sampling pumps, gas detection monitors, confined space monitors, photo-ionization detectors, and protection against additional unseen hazards (radiation and noise levels).

**4. CBRNE Search and Rescue Equipment**

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

- Hydraulic tools; hydraulic power unit
- Listening devices; hearing protection
- Search cameras (including thermal and infrared imaging)
- Breaking devices (including spreaders, saws and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel)
- Ventilation fans

## ATTACHMENT A

**5. Interoperable Communications Equipment**

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. Includes system design, installation, service and maintenance. Products include:

- Land Mobile, Two-Way In-Suit Communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Commercially available crisis management software
- Mobile Display Terminals

**6. Detection Equipment**

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

- Detection Kits/Paper for all chemical agent identification and detection
- Multi-Gas Meters
- Hazard Categorizing (HAZCAT) Kits
- Surface Acoustic Wave Detector
- Spectrometers
- Colormetric Tube/Chip Kit specific for TIC s and CBRNE applications
- Leak Detectors (soap solution, ammonium hydroxide, etc)
- pH Paper/pH Meter
- Protective cases for sensitive detection equipment storage & transport
- Point Detection Systems/Kits (Immunoassay or other technology)
- Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma), Personal Dosimeters, Scintillation Fluid (radiological) pre-packaged

**7. Decontamination Equipment**

Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination. Such items include:

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon/Extraction Litters/roller systems
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill Containment Devices
- Overpak Drums
- Cadaver Bags
- Hand Carts
- Waste water classification kits/strips
- HEPA (High Efficiency Particulate Air) Vacuum for dry decontamination

## ATTACHMENT A

**8. Hazardous Materials Storage**

- Storage cabinets
- Safety cans

**9. Spill Control and Containment**

- Spill treatment agents
- Infectious materials cleanup kits
- Sorbents
- Non-sparking tools
- Hazardous material vacuums
- Environmental containment

**10. Physical Security Enhancement Equipment**

Includes equipment and installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service and maintenance.

**11. Surveillance, Warning, Access/Intrusion Control Ground**

- Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
- Barriers: Fences; Jersey Walls
- Impact Resistant Doors and Gates
- Portal Systems; locking devices for access control
- Alarm Systems
- Video Assessment/Cameras: Standard, Low Light, IR, Automated Detection
- Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Cyphers/Codes
- X-Ray Units
- Magnetometers
- Vehicle Identification – Visual, Electronic, Acoustic, LASER, RADAR,

**12. Explosion Protection**

- Blast/Shock/Impact Resistant Systems
- Protective Clothing
- Column and Surface Wraps; Breakage/Shatter Resistant Glass; Window Wraps
- Robotic Disarm/Disable Systems

**13. Fire and Emergency Response**

- Firefighting/Rescue/EMS - apparel (structural, suspenders, wildland, rescue EMS, station wear, high visibility, gear racks), helmet/hoods, gloves, boots, SCBA/respirators, eyewear, ear plugs/muffs, knee/wrist/back protectors, communications, RIT/RIC/escape devices, accountability, rehab, incident command, bags/packs/web gear, thermal imagers, search cameras/listening systems, flashlights/scene lighting, hand tools, ladders, ventilation, extinguishers, dry chemicals/foam, hoses/nozzle/appliances, rescue tools, rope/rigging, patient care, and traffic safety
- Hazmat/WMD: Apparel, gloves, boots, SCBA respirators, instrumentation, lead repair/control, sorbents/neutralizers, overpacks, containment, vacuums, and decon
- Law Enforcement: Apparel, eyewear, headsets/ear plugs, gloves, SCBA/respirators, flashlights/scene lighting, thermal imaging, traffic safety
- Mass Casualty: Shelters/trailers, incident command, med/surge, decontamination, fatality management, multi-use/temporary housing, environmental controls/support equipment, patient management, and scene management

**14. Traffic Safety**

- Traffic safety apparel: Class I, II, and III
- Traffic safety tapes (delineator tapes and warning and barricade tapes)

## ATTACHMENT A

- Traffic control products: cones, delineator posts, flags, triangles, signs and the stands that hold them, paddles, vests for road crews, law enforcement, and emergency response personnel, fences, wind socks, and emergency kits
- Message boards, flares

**15. Facility Safety and Maintenance**

- Communications
- Eyewashes and showers (portable, mounted, combinations, and mixing valves)
- Fire extinguishers
- Label Makers (portable and benchtop)
- Lighting (hand lights, headlamps, personal, and lanterns and area lighting)
- Lockout/Tagout (stations, padlock and hasps, electrical, confined space, and valve)
- Maintenance (abrasives, adhesives, sealants and tapes, electrical, HVAC and plumbing, janitorial, lubricants and penetrants, MRO, paint, tarps, hand tools, power tools, measuring and leveling, lawn and garden, and welding)
- Material handling and storage (bins, bottle carriers, carts, chests and lockers)
- Matting (antifatigue and specialty)
- Signs and tags
- Waste disposal
- Wipers

**16. Fall Protection and Confined Space**

Systems and equipment to protect from death and injury when working in a confined space, or working at height aiding in fall arrest, worker positioning, restraint, suspension, rescue. Including, but not limited to items such as:

- Self-Retracting life lines (SRLs), tripods, blowers, harnesses, rope, carabiners, etc.

**17. Medical and First Aid Supplies**

- First aid kits, refills, and blood borne pathogen response kits
- Burn care
- Medicinals such as antacids, aspirin and non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
- Heat-Stress relief such as fluid replacement drinks and coolers

**18. CBRNE Reference Materials**

Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- NFPA Guide to hazardous materials
- NIOSH Hazardous Materials Pocket Guide
- North American Emergency Response Guide
- Jane's Chem-Bio Handbook
- First Responder Job Aids

**19. AEDs**

Portable, personal, and medical automatic external defibrillators, AED trainers, accessories and replacement parts.

**20. Ammunition/Less than Lethal Munitions**

Including ammunition for police weapons and munitions such as OC Spray, rubber bullets, flash bangs, crowd and riot suppressants.

**21. Civil Disturbance Gear**

All gear necessary for officer protection and control during civil disturbance events/riots. Including, but not limited to:

## ATTACHMENT A

- Shields, riot helmets, pad, FR outerwear, FR base layer, boots, gloves, duty belts, batons, animal protection (horses, canine)
- 22. Dive Gear/Underwater Recovery/Water Safety**
- dive suits, underwater robots, boats, dry suits, Personal Flotation Devices (PFDs)
- 23. Police Fleet Management Products**  
Equipment relating to the outfitting and maintenance of vehicles, including but not limited to sirens, lights, speed cameras, RADAR.
- 24. Law Enforcement Software**  
Including but not limited to facial recognition products, shot tracking software, license plate recognition, any criminal investigative software.
- 25. Public Safety Aviation - Helicopters**  
Equipment and services related to the purchase of helicopter and associated maintenance, UAV, UAW, and accessories, aviation software, aircraft.
- 26. Public Safety Uniforms**  
Class A uniforms, Class B uniforms, BDUs, NFPA compliant footwear.
- 27. Vehicles**  
Any public safety vehicles including but not limited to: armored vehicles, ATVs, Command vehicles, bomb trucks.
- 28. Trainers and Training Equipment**  
For example fire trainers, simulators, training props.
- 29. Vending Solutions**  
Service and equipment to supply and manage an on-site vending program with contract relevant contents for refill, such as PPE, eyewear, ear plugs, gloves, etc. Solution to include:
- Real time usage reporting by employee, item, department, or cost code
  - Low stock/out of stock alert for both supplier and customer
  - Ability to restrict items by time, item, employee, or usage
  - Ability to dispense both large and small items
- 30. Related Products and Services**  
Any related public safety and emergency preparedness products and services offered by supplier.
- 31. All Other Non-listed Public Safety, Law Enforcement and Fire Equipment available through your company**  
Equipment, supplies and materials (such as general Fire Turn -out gear and Law Enforcement Tactical equipment) that Bidder offers but does not appear specifically in the above categories.

## ATTACHMENT B

### REFERENCES

Provide 3 references of Public Agencies where products or services have been performed in the last 12 months. If additional space is required, provide on a separate sheet.

#### **Reference 1**

Public Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Description of products or services provided:

Total dollar amount: \_\_\_\_\_  
 \*\*\*\*\*

#### **Reference 2**

Public Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Description of products or services provided:

Total dollar amount: \_\_\_\_\_  
 \*\*\*\*\*

#### **Reference 3**

Public Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Description of products or services provided:

Total dollar amount: \_\_\_\_\_  
 \*\*\*\*\*



ATTACHMENT C  
PRICING SHEET

| <b>DISCOUNT BY PRODUCT CATEGORY</b>                                                                                                                                                                                                                                                                                                                       |                          |                  |    |        |    |                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------|----|--------|----|-------------------------------------------------|
| <b>Instructions:</b><br>For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered. |                          |                  |    |        |    |                                                 |
|                                                                                                                                                                                                                                                                                                                                                           | Pricing Methodology Used | Discount Percent | or | Margin | or | Other Verifiable Criteria                       |
| <b>Product Categories:</b>                                                                                                                                                                                                                                                                                                                                |                          |                  |    |        |    | <b>*State Other Verifiable Criteria if used</b> |
| Personal Protective Equipment (PPE)                                                                                                                                                                                                                                                                                                                       |                          |                  |    |        |    |                                                 |
| Explosive Device Mitigation and Remediation Equipment                                                                                                                                                                                                                                                                                                     |                          |                  |    |        |    |                                                 |
| Environmental Monitoring                                                                                                                                                                                                                                                                                                                                  |                          |                  |    |        |    |                                                 |
| CBRNE Search & Rescue Equipment                                                                                                                                                                                                                                                                                                                           |                          |                  |    |        |    |                                                 |
| Interoperable Communications Equipment                                                                                                                                                                                                                                                                                                                    |                          |                  |    |        |    |                                                 |
| Detection Equipment                                                                                                                                                                                                                                                                                                                                       |                          |                  |    |        |    |                                                 |
| Decontamination Equipment                                                                                                                                                                                                                                                                                                                                 |                          |                  |    |        |    |                                                 |
| Hazardous Materials Storage                                                                                                                                                                                                                                                                                                                               |                          |                  |    |        |    |                                                 |
| Spill Control and Containment                                                                                                                                                                                                                                                                                                                             |                          |                  |    |        |    |                                                 |
| Physical Security Enhancement Equipment                                                                                                                                                                                                                                                                                                                   |                          |                  |    |        |    |                                                 |
| Surveillance, Warning, Access/Intrusion Control                                                                                                                                                                                                                                                                                                           |                          |                  |    |        |    |                                                 |
| Explosion Protection                                                                                                                                                                                                                                                                                                                                      |                          |                  |    |        |    |                                                 |
| Fire and Emergency Response                                                                                                                                                                                                                                                                                                                               |                          |                  |    |        |    |                                                 |
| Traffic Safety                                                                                                                                                                                                                                                                                                                                            |                          |                  |    |        |    |                                                 |
| Facility Safety and Maintenance                                                                                                                                                                                                                                                                                                                           |                          |                  |    |        |    |                                                 |
| Fall Protection and Confined Space                                                                                                                                                                                                                                                                                                                        |                          |                  |    |        |    |                                                 |
| Medical and First Aid Supplies                                                                                                                                                                                                                                                                                                                            |                          |                  |    |        |    |                                                 |
| CBRNE Reference Materials                                                                                                                                                                                                                                                                                                                                 |                          |                  |    |        |    |                                                 |
| Automated External Defibrillators (AEDs)                                                                                                                                                                                                                                                                                                                  |                          |                  |    |        |    |                                                 |

**ATTACHMENT C**  
**PRICING SHEET**

| <b><u>DISCOUNT BY PRODUCT CATEGORY</u></b>                                                                                                                                                                                                                                                                                                         |  | <b><u>Pricing Methodology Used</u></b>                                    | <b><u>Discount Percent</u></b> | <b><u>or</u></b> | <b><u>Margin</u></b> | <b><u>or</u></b> | <b><u>Other Verifiable Criteria</u></b> | <b><u>*State Other Verifiable Criteria if used</u></b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------|--------------------------------|------------------|----------------------|------------------|-----------------------------------------|--------------------------------------------------------|
| Instructions:<br>For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered. |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
| Ammunition/Less than Lethal Munitions                                                                                                                                                                                                                                                                                                              |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
| Civil Disturbance Gear                                                                                                                                                                                                                                                                                                                             |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
| Dive Gear/Underwater Recovery/Water Safety                                                                                                                                                                                                                                                                                                         |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
| Police Fleet Management Products                                                                                                                                                                                                                                                                                                                   |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
| Law Enforcement Software                                                                                                                                                                                                                                                                                                                           |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
| Public Safety Aviation - Helicopters                                                                                                                                                                                                                                                                                                               |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
| Public Safety Uniforms                                                                                                                                                                                                                                                                                                                             |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
| Vehicles                                                                                                                                                                                                                                                                                                                                           |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
| Trainers and Training Equipment                                                                                                                                                                                                                                                                                                                    |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
| Vending Solutions                                                                                                                                                                                                                                                                                                                                  |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
| Related Services                                                                                                                                                                                                                                                                                                                                   |  | Provide separate sheet for Related Services as indicated in Instructions. |                                |                  |                      |                  |                                         |                                                        |
| Other Non-Listed Public Safety, Law Enforcement and Fire Equipment                                                                                                                                                                                                                                                                                 |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
|                                                                                                                                                                                                                                                                                                                                                    |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
| Supplier Name: _____                                                                                                                                                                                                                                                                                                                               |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |
| Supplier Signature: _____                                                                                                                                                                                                                                                                                                                          |  |                                                                           |                                |                  |                      |                  |                                         |                                                        |

ATTACHMENT C  
PRICING SHEET

PROPOSERS MUST ALSO COMPLETE THE MARKET BASKET , WHICH IS POSTED AS A SEPARATE DOCUMENT IN EXCEL FORMAT. FAILURE TO COMPLETE THE MARKET BASKET SHALL RESULT IN DISQUALIFICATION. MARKET BASKET PRICING SHOULD BE REFLECTIVE OF THE DISCOUNTS OFFERED IN THE PRICING MATRIX ABOVE.

## APPENDIX A

**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and \_\_\_\_\_ (“Supplier”).

**RECITALS**

WHEREAS, \_\_\_\_\_ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of \_\_\_\_\_ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

**ARTICLE I****GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation,

## APPENDIX A

Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

### **ARTICLE II**

#### **TERM OF AGREEMENT**

2.1 This Agreement is effective as of \_\_\_\_\_ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

### **ARTICLE III**

#### **REPRESENTATIONS AND COVENANTS**

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

#### 3.2 U.S. Communities' Representations and Covenants.

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "**Founding Co-Sponsors**") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

## APPENDIX A

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

## APPENDIX A

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

## APPENDIX A

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall



## APPENDIX A

communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the

## APPENDIX A

unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

## ARTICLE IV

### PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

## ARTICLE V

### FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S.

## APPENDIX A

Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to [reporting@uscommunities.org](mailto:reporting@uscommunities.org). If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a

## APPENDIX A

material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

### ARTICLE VI

#### MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:

U.S. Communities  
9711 Washingtonian Blvd. Suite 100  
Gaithersburg, MD 20878-7381  
Attn: Program Manager Administration

Supplier:

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

Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

## APPENDIX A

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

APPENDIX A

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

Name: Kevin Juhring

Title: President

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

APPENDIX A

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

## APPENDIX A

EXHIBIT BSALES REPORT FORMAT

| Appendix B - US (Data Format) |                              |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
|-------------------------------|------------------------------|--------------|-----------------------------|--------------------|---------------------------------------------------|-------------|-------|-------|-------------|------|-----|-------|----------|
| Sales Report Template         |                              |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| TIN                           | Supplier ID                  | Account No.  | Agency Name                 | Dept Name          | Address                                           | City        | State | Zip   | Agency Type | Year | Qtr | Month | Amount   |
| 956000735                     | 178                          | 89518997     | CITY OF LA/MGMT EMPL SVCS   | Purchasing         | 555 RAMIREZ ST STE 312                            | LOS ANGELES | CA    | 90012 | 20          | 2015 | 3   | 1     | 1525.50  |
| 956000222                     | 178                          | 34868035     | LOS ANGELES COUNTY          | Facilities         | 350 S FIGUEROA ST STE 700                         | LOS ANGELES | CA    | 90071 | 30          | 2015 | 3   | 1     | 1603.64  |
| 956000735                     | 178                          | 89496461     | CITY OF LA/ENVIRON AFFAIR   | Purchasing         | 555 RAMIREZ ST STE 312                            | LOS ANGELES | CA    | 90012 | 20          | 2015 | 3   | 1     | 1625.05  |
| 956000735                     | 178                          | 89374835     | CITY OF LA/COMMUNITY DEV    | Purchasing         | 555 RAMIREZ ST STE 312                            | LOS ANGELES | CA    | 90012 | 20          | 2015 | 3   | 1     | 45090.79 |
| 066002010                     | 178                          | 328NA0001053 | GROTON TOWN OF PUBLIC WORKS | Water              | 123 A St.                                         | GROTON      | CT    | 06340 | 20          | 2015 | 3   | 1     | 318.00   |
| 066001854                     | 178                          | 328NA0001051 | GROTON CITY OF              | Administration     | 123 A St.                                         | GROTON      | CT    | 06340 | 20          | 2015 | 3   | 1     | 212.00   |
| SALES REPORT DATA FORMAT      |                              |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| Column Name                   | Required                     | Data Type    | Length                      | Example            | Comment                                           |             |       |       |             |      |     |       |          |
| TIN                           | Optional                     | Text         | 9                           | 956000735          | No Dash, Do not omit leading zero.                |             |       |       |             |      |     |       |          |
| Supplier ID                   | Yes                          | Number       | 3                           | 111                | See Supplier ID Table Below                       |             |       |       |             |      |     |       |          |
| Account No.                   | Yes                          | Text         | 25 max                      |                    | Depends on supplier account no.                   |             |       |       |             |      |     |       |          |
| Agency Name                   | Yes                          | Text         | 255 max                     | Los Angeles County |                                                   |             |       |       |             |      |     |       |          |
| Dept Name                     | Optional                     | Text         | 255 max                     | Purchasing Dept    |                                                   |             |       |       |             |      |     |       |          |
| Address                       | Yes                          | Text         | 255 max                     |                    |                                                   |             |       |       |             |      |     |       |          |
| City                          | Yes                          | Text         | 255 max                     | Los Angeles        | Must be a valid City name                         |             |       |       |             |      |     |       |          |
| State                         | Yes                          | Text         | 2                           | CA                 |                                                   |             |       |       |             |      |     |       |          |
| Zip                           | Yes                          | Text         | 5                           | 90071              | No Dash, Do not omit leading zero, Valid zip code |             |       |       |             |      |     |       |          |
| Agency Type                   | Yes                          | Number       | 2                           | 30                 | See Agency Type Table Below                       |             |       |       |             |      |     |       |          |
| Year                          | Yes                          | Number       | 4                           | 2010               |                                                   |             |       |       |             |      |     |       |          |
| Qtr                           | Yes                          | Number       | 1                           | 4                  |                                                   |             |       |       |             |      |     |       |          |
| Month                         | Yes                          | Number       | 2                           | 12                 |                                                   |             |       |       |             |      |     |       |          |
| Amount                        | Yes                          | Number       | variable                    | 45090.79           | Two digit decimal point, no \$ sign or commas     |             |       |       |             |      |     |       |          |
| Agency Type Table             |                              |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| Agency Type ID                | Agency Type Description      |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 10                            | K-12                         |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 11                            | Community College            |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 12                            | College and University       |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 20                            | City                         |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 21                            | City Special District        |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 22                            | Consolidated City/County     |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 30                            | County                       |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 31                            | County Special District      |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 40                            | Federal                      |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 41                            | Crown Corporations           |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 50                            | Housing Authority            |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 80                            | State Agency                 |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 81                            | Independent Special District |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 82                            | Non-Profit                   |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |
| 84                            | Other                        |              |                             |                    |                                                   |             |       |       |             |      |     |       |          |



## APPENDIX B

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

**RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

## APPENDIX B

7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public.

## APPENDIX C

# COUNTY OF FAIRFAX

## COMMONWEALTH OF VIRGINIA

### GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

1. **AUTHORITY:** The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.
2. **DEFINITIONS:** Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

**AGENCY:** Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

**BID:** The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

**BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

**CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

**INVITATION FOR BID (IFB):** A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

**PURCHASING AGENT:** The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

**REQUEST FOR PROPOSAL (RFP):** A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

**SOLICITATION:** The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone calls to prospective bidders.

### CONDITIONS OF BIDDING

3. **BID FORMS:** Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

If the bid prices or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

## APPENDIX C

### General Conditions and Instructions to Bidders

4. **LATE BIDS & MODIFICATIONS OF BIDS:**
  - a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
  - b. **If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.**
  - c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
5. **WITHDRAWAL OF BIDS:** Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.
6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.
7. **LABELING OF BIDS:** All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
8. **ACCEPTANCE OF BIDS/BINDING 90 DAYS:** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
9. **CONDITIONAL BIDS:** Conditional bids may be rejected in whole or in part.
10. **BIDS FOR ALL OR PART:** The Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating, but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
11. **AREA BIDS:** For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
12. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.
13. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 63, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <http://www.fairfaxcounty.gov/procurement/bid-tab>  
  
Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.
14. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.  
  
If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
15. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
17. **PROHIBITION AGAINST UNIFORM PRICING:** The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

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#### SPECIFICATIONS

18. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
19. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
20. **SPECIFICATIONS:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

#### AWARD

21. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
  - j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
22. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS:** A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
- a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
  - b. Acceptance Agreement
  - c. General Conditions and Instructions to Bidders
  - d. Special Provisions and Specifications
  - e. Pricing Schedule
  - f. Any Addenda/Amendments/Memoranda of Negotiations
23. **TIE-BIDS:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

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### General Conditions and Instructions to Bidders

#### 24. **PROMPT PAYMENT DISCOUNT:**

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
- c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.

- 25. **INSPECTION-ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 26. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
- 27. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

#### **CONTRACT PROVISIONS**

- 28. **TERMINATION OF CONTRACTS:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
  - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
  - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 29. **TERMINATION FOR CONVENIENCE:** A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
- 30. **TERMINATION OF CONTRACT FOR CAUSE:**
  - a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County shall have the right to terminate the contract. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
  - b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- 31. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.
- 32. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
- 33. **FUNDING:** The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are

## APPENDIX C

### General Conditions and Instructions to Bidders

dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the

Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

34. **DELIVERY/SERVICE FAILURES:** If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
35. **NON-LIABILITY:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
36. **NON-DISCRIMINATION:** During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
  - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
37. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:**
  - a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
  - b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
  - c. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
38. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
39. **PRICE REDUCTION:** If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.
40. **CHANGES:** If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

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### General Conditions and Instructions to Bidders

41. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When a Blanket Purchase Order has been released

by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

#### DELIVERY PROVISIONS

42. **SHIPPING INSTRUCTIONS - CONSIGNMENT:** Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
43. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County's own property.
44. **INSPECTIONS:** Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
45. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.
46. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
47. **ADDITIONAL CHARGES:** Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
48. **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
49. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
50. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- a. The Purchase Order Number,
  - b. The Name of the Article and Stock Number (Supplier's),
  - c. The Quantity Ordered,
  - d. The Quantity Shipped,
  - e. The Quantity Back Ordered,
  - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

#### BILLING

51. **BILLING:** Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.



## APPENDIX C

### General Conditions and Instructions to Bidders

#### PAYMENTS

52. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
53. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
54. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

#### GENERAL

55. **GENERAL GUARANTY:** Contractor agrees to:
- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
  - b. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
  - c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
  - e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
  - f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
56. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:
- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
  - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
  - c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
  - d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
  - e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
57. **INDEMNIFICATION:**
- a. General Indemnification: Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
  - b. Intellectual Property Indemnification: In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

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### General Conditions and Instructions to Bidders

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 58, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

#### 58. OFFICIALS NOT TO BENEFIT:

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

59. **LICENSE REQUIREMENT:** All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

60. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

61. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

62. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records

## APPENDIX C

### General Conditions and Instructions to Bidders

shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
- e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).

#### BIDDER/CONTRACTOR REMEDIES

##### 63. INELIGIBILITY:

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.
  - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
  - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
  - 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
  - 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
  - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:
    - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
  - 5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
  - 6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project;
  - 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

##### 64. APPEAL OF DENIAL OF WITHDRAWAL OF BID:

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

##### 65. APPEAL OF DETERMINATION OF NONRESPONSIBILITY:

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has

## APPENDIX C

### General Conditions and Instructions to Bidders

begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

**66. PROTEST OF AWARD OR DECISION TO AWARD:**

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4.D of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4.D, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

**67. CONTRACTUAL DISPUTES:**

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

**68. LEGAL ACTION:** No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

**69. VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

**70. COOPERATIVE PURCHASING:** The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.

**71. DRUG FREE WORKPLACE:** During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to

## APPENDIX C

### General Conditions and Instructions to Bidders

a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

72. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
73. **AUDIT OF RECORDS:** The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
74. **NONVISUAL ACCESS:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
  - b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
  - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
  - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
  - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

**APPROVED:**

/S/ Elizabeth D. Teare  
COUNTY ATTORNEY

/S/ Cathy A. Muse  
COUNTY PURCHASING AGENT

## APPENDIX D

**Request for Protection of Trade Secrets or Proprietary Information Pursuant to  
Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann.  
§ 2.2-4342(F)**

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2 4342(F)

This form is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

a) Submission of this form with or without other reference to Article 2, Section 4.D.3 of the Purchasing Resolution or Va. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.

b) Identify the specific data or other material for which protection is sought. Suggested forms of designation include: listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g. "all portions of the Proposal marked "Proprietary" or "Trade Secret"). NOTE: The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

c) For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary. NOTE: Your explanation must do more than simply stating the materials are "proprietary," or "trade secrets," or "not publically available." You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

| DATA/MATERIAL TO BE PROTECTED | SECTION NO., & PAGE NO. | REASON WHY PROTECTION IS NECESSARY |
|-------------------------------|-------------------------|------------------------------------|
|                               |                         |                                    |
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|                               |                         |                                    |

## APPENDIX D

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**  
**REGISTRATION INFORMATION**

The offeror:

☐ is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

## APPENDIX D

**BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:
 

|                |                              |                             |
|----------------|------------------------------|-----------------------------|
| Virginia       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Fairfax County | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

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 Signature

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 Date

**Complete and return this form or a copy of your current Fairfax County Business License with your proposal.**



## APPENDIX D

**Certification Regarding Ethics in Public Contracting**

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

☐

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

☐

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: \_\_\_\_\_

Date of Gift: \_\_\_\_\_

Description of the gift and its value:

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

Description of the consideration received in exchange and its value:

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

Printed Name of Bidder/Offeror Representative: \_\_\_\_\_

Signature/Date: \_\_\_\_\_ / \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

***This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.***

## APPENDIX D

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "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).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

**Printed Name of Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_ / \_\_\_\_\_

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

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

**City/State/Zip:** \_\_\_\_\_

**SSN or TIN No:** \_\_\_\_\_

## APPENDIX D

**Sample Listing Of Local Public Bodies**

REFERENCE PARAGRAPH 13 OF THE SPECIAL PROVISIONS,"USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to:

|  |                                                  |  |                                                      |
|--|--------------------------------------------------|--|------------------------------------------------------|
|  | Alexandria Public Schools, VA                    |  | Manassas Park, Virginia                              |
|  | Alexandria Sanitation Authority                  |  | Maryland-National Capital Park & Planning Commission |
|  | Alexandria, Virginia                             |  | Maryland Transit Administration                      |
|  | Arlington County, Virginia                       |  | Metropolitan Washington Airports Authority           |
|  | Arlington Public Schools, Virginia               |  | Metropolitan Washington Council of Governments       |
|  | Bladensburg, Maryland                            |  | Montgomery College                                   |
|  | Bowie, Maryland                                  |  | Montgomery County, Maryland                          |
|  | Charles County Public Schools, MD                |  | Montgomery County Public Schools                     |
|  | College Park, Maryland                           |  | Northern Virginia Community College                  |
|  | Culpeper County, Virginia                        |  | Omni Ride                                            |
|  | District of Columbia                             |  | Potomac & Rappahannock Trans. Commission             |
|  | District of Columbia Courts                      |  | Prince George's County, Maryland                     |
|  | District of Columbia Public Schools              |  | Prince George's County Public Schools                |
|  | DC Water and Sewer Authority                     |  | Prince William County, Virginia                      |
|  | Fairfax County Water Authority                   |  | Prince William County Public Schools, VA             |
|  | Fairfax, Virginia (City)                         |  | Prince William County Service Authority              |
|  | Falls Church, Virginia                           |  | Rockville, Maryland                                  |
|  | Fauquier County Government and Schools, Virginia |  | Spotsylvania County Schools, Virginia                |
|  | Frederick, Maryland                              |  | Stafford County, Virginia                            |
|  | Frederick County Maryland                        |  | Takoma Park, Maryland                                |
|  | Gaithersburg, Maryland                           |  | Upper Occoquan Sewage Authority                      |
|  | Greenbelt, Maryland                              |  | Vienna, Virginia                                     |
|  | Herndon, Virginia                                |  | Virginia Railway Express                             |
|  | Leesburg, Virginia                               |  | Washington Metropolitan Area Transit Authority       |
|  | Loudoun County, Virginia                         |  | Washington Suburban Sanitary Commission              |
|  | Loudoun County Public Schools                    |  | Winchester, Virginia                                 |
|  | Loudoun County Sanitation Authority              |  | Winchester Public Schools                            |
|  | Manassas, Virginia                               |  |                                                      |
|  | Manassas City Public Schools, Virginia           |  |                                                      |
|  |                                                  |  |                                                      |
|  |                                                  |  |                                                      |

**Complete and return this form with your proposal.**

\_\_\_\_\_  
Vendor Name

## APPENDIX D

## BUSINESS CLASSIFICATION SCHEDULE

**PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL.** This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

**Examples:**

- A small Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority-Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government Agency/Public Body" in Step 1.

|                                                                                                                                                   |                                         |                                                         |                                                        |                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------------------------|--------------------------------------------------------|-------------------------------------------|
| <b>Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.</b>                                      |                                         |                                                         |                                                        |                                           |
| <input type="checkbox"/> Small                                                                                                                    | <input type="checkbox"/> Large          | <input type="checkbox"/> Non-Profit                     | <input type="checkbox"/> Government Agency/Public Body | <input type="checkbox"/> Shelter Workshop |
| <b>Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.</b> |                                         |                                                         |                                                        |                                           |
| <input type="checkbox"/> Women-Owned                                                                                                              | <input type="checkbox"/> Minority-Owned | <input type="checkbox"/> Service-Disabled Veteran-Owned |                                                        |                                           |

**DEFINITIONS**

**Small Business/Organization** – "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

**Minority Business** – is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

**Women-Owned Business** – a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

**Service-Disabled Veteran** – means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**Service-Disabled Veteran-Owned Business** – is a business that is at least 51 percent owned by one or more service-disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

**Shelter Workshop** – a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience in the workshop.

APPENDIX D



COUNTY OF FAIRFAX  
DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT  
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013  
Fax: 703-324-3228

**SUBCONTRACTOR (S) NOTIFICATION FORM**

Solicitation/Contract Number/Title: \_\_\_\_\_

Prime Contractors Name: \_\_\_\_\_

Prime Contractor's Classification: \_\_\_\_\_

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited solicitation, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor. Please complete this form and return it to this office with your submission.

**Please check here if you are not using a subcontractor:** \_\_\_\_\_

| SUBCONTRACTOR(S)<br>NAME | STREET ADDRESS | CITY | STATE | ZIP CODE | ANTICIPATED DOLLAR<br>AMOUNT | VENDOR<br>CLASSIFICATION |
|--------------------------|----------------|------|-------|----------|------------------------------|--------------------------|
|                          |                |      |       |          |                              |                          |
|                          |                |      |       |          |                              |                          |
|                          |                |      |       |          |                              |                          |
|                          |                |      |       |          |                              |                          |
|                          |                |      |       |          |                              |                          |

**Complete and return this form with your proposal.**

## APPENDIX E

### **STATE NOTICE ADDENDUM**

**Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:**

**Nationwide:**

**[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)**

**Other states:**

**State of Oregon, State of Hawaii, State of Washington**

## APPENDIX E

| AgencyName                         | State | Native Hawaiian Hospitality        |    |
|------------------------------------|-------|------------------------------------|----|
| Malama Honua Public Charter School | HI    | Association                        | HI |
| ST JOHN THE BAPTIST                | HI    | Islands Hospice Inc                | HI |
| Waimanalo Elementary and           |       | St. Theresa School                 | HI |
| Intermediate School                | HI    | Hawaii Peace and Justice           | HI |
| Kailua High School                 | HI    | Kauai Youth Basketball Association | HI |
| PACIFIC BUDDHIST ACADEMY           | HI    | NA HALE O MAUI                     | HI |
| HAWAII TECHNOLOGY ACADEMY          | HI    | LEEWARD HABITAT FOR HUMANITY       | HI |
| CONGREGATION OF CHRISTIAN          |       | WAIANAE COMMUNITY OUTREACH         | HI |
| BROTHERS OF HAWAII, INC.           | HI    | NA LEI ALOHA FOUNDATION            | HI |
| MARYKNOLL SCHOOL                   | HI    | HAWAII FAMILY LAW CLINIC DBA ALA   |    |
| ISLAND SCHOOL                      | HI    | KUOLA                              | HI |
| STATE OF HAWAII, DEPT. OF          |       | BUILDING INDUSTRY ASSOCIATION OF   |    |
| EDUCATION                          | HI    | HAWAII                             | HI |
| KE KULA O S. M. KAMAKAU            | HI    | UNIVERSITY OF HAWAII FEDERAL       |    |
| KAMEHAMEHA SCHOOLS                 | HI    | CREDIT UNION                       | HI |
| HANAHAU`OLI SCHOOL                 | HI    | LANAKILA REHABILITATION CENTER     |    |
| KIHEI CHARTER SCHOOL               | HI    | INC.                               | HI |
| EMMANUAL LUTHERAN SCHOOL           | HI    | POLYNESIAN CULTURAL CENTER         | HI |
| School Lunch Program               | HI    | CTR FOR CULTURAL AND TECH          |    |
| Ewa Makai Middle School            | HI    | INTERCHNG BETW EAST AND WEST       | HI |
| Variety School of Hawaii           | HI    | BISHOP MUSEUM                      | HI |
| Our Savior Lutheran School         | HI    | ALOCHOLIC REHABILITATION SVS OF HI |    |
| Maui Police Department             | HI    | INC DBA HINA MAUKA                 | HI |
| BOARD OF WATER SUPPLY              | HI    | ASSOSIATION OF OWNERS OF KUKUI     |    |
| MAUI COUNTY COUNCIL                | HI    | PLAZA                              | HI |
| Kauai County Council               | HI    | MAUI ECONOMIC DEVELOPMENT          |    |
| Honolulu Fire Department           | HI    | BOARD                              | HI |
| COUNTY OF MAUI                     | HI    | NETWORK ENTERPRISES, INC.          | HI |
| DEPARTMENT OF EDUCATION            | HI    | HONOLULU HABITAT FOR HUMANITY      | HI |
| Lanai Community Health Center      | HI    | ALOHACARE                          | HI |
| Maui High Band Booster Club        | HI    | ORI ANUENUE HALE, INC.             | HI |
| Big Brothers Big Sisters           | HI    | IUPAT, DISTRICT COUNCIL 50         | HI |
| Tri-Isle Resource Conservation and |       | GOODWILL INDUSTRIES OF HAWAII,     |    |
| Development District               | HI    | INC.                               | HI |
| Manoa Heritage Center              | HI    | HAROLD K.L. CASTLE FOUNDATION      | HI |
| Olanur                             | HI    | MAUI ECONOMIC OPPORTUNITY, INC.    | HI |
| Kumulani Chapel                    | HI    | EAH, INC.                          | HI |
| Chamber of Commerce Hawaii         | HI    | PARTNERS IN DEVELOPMENT            |    |
| Naalehu Assembly of God            | HI    | FOUNDATION                         | HI |
| outrigger canoe club               | HI    | HABITAT FOR HUMANITY MAUI          | HI |
| One Kalakaua                       | HI    | W. M. KECK OBSERVATORY             | HI |

## APPENDIX E

|                                       |    |                                     |    |
|---------------------------------------|----|-------------------------------------|----|
| HAWAII EMPLOYERS COUNCIL              | HI | Puu Heleakala Community Association | HI |
| HAWAII STATE FCU                      | HI | Saint Louis School                  | HI |
| MAUI COUNTY FCU                       | HI | Kailua Racquet Club, Ltd.           | HI |
| PUNAHOU SCHOOL                        | HI | Homewise Inc.                       | HI |
| YMCA OF HONOLULU                      | HI | Hawaii Baptist Academy              | HI |
| EASTER SEALS HAWAII                   | HI | Kroc Center Hawaii                  | HI |
| AMERICAN LUNG ASSOCIATION             | HI | Kupu                                | HI |
| Pohaha I Ka Lani                      | HI | University of the Nations           | HI |
| Hawaii Area Committee                 | HI | ARGOSY UNIVERSITY                   | HI |
| Tri-Isle RC&D                         | HI | HAWAII PACIFIC UNIVERSITY           | HI |
| Lanai Federal Credit Union            | HI | UNIVERSITY OF HAWAII AT MANOA       | HI |
| Hawaii Bicycling League               | HI | RESEARCH CORPORATION OF THE         |    |
| Aloha United Way                      | HI | UNIVERSITY OF HAWAII                | HI |
| Kipuka o Ke Ola                       | HI | BRIGHAM YOUNG UNIVERSITY -          |    |
| READ TO ME INTERNATIONAL              |    | HAWAII                              | HI |
| FOUNDATION                            | HI | Kauai Community College             | HI |
| MAUI FAMILY YMCA                      | HI | University Clinical Research and    |    |
| WAILUKU FEDERAL CREDIT UNION          | HI | Association                         | HI |
| ST. THERESA CHURCH                    | HI | Hawaii Medical College              | HI |
| HALE MAHAOLU                          | HI | CHAMINADE UNIVERSITY OF             |    |
| West Maui Community Federal Credit    |    | HONOLULU                            | HI |
| Union                                 | HI | Ricoh                               | HI |
| Hawaii Island Humane Society          | HI | ROMAN CATHOLIC CHURCH IN THE        |    |
| Western Pacific Fisheries Council     | HI | STATE OF HAWAII                     | HI |
| Kama'aina Care Inc                    | HI | Hawaii Information Consortium       | HI |
| International Archaeological Research |    | Leeward Community Church            | HI |
| Institute, Inc.                       | HI | E Malama In Keiki O Lanai           | HI |
| Community Empowerment Resources       | HI | Keawala'i Congregational Church     | HI |
| Tutu and Me Traveling Preschool       | HI | Lanai Community Hospital            | HI |
| First United Methodist Church         | HI | Angels at Play Preschool &          |    |
| United Chinese Society                | HI | Kindergarten                        | HI |
| Haggai Institue                       | HI | Queen Emma Gardens AOA              | HI |
| St. Francis Healthcare System         | HI | FAMILY SUPPORT SERVICES OF WEST     |    |
| AOAO Royal Capitol Plaza              | HI | HAWAII                              | HI |
| Kumpang Lanai                         | HI | Honolulu Community College          | HI |
| Child and Family Service              | HI | COLLEGE OF THE MARSHALL ISLANDS     | HI |
| MARINE SURF WAIKIKI, INC.             | HI | DOT Airports Division Hilo          |    |
| Hawaii Health Connector               | HI | International Airport               | HI |
| Hawaii Carpenters Market Recovery     |    | Judiciary - State of Hawaii         | HI |
| Program Fund                          | HI | ADMIN. SERVICES OFFICE              | HI |
| Maui Aids Foundation Inc              | HI | SOH- JUDICIARY CONTRACTS AND        |    |
| Pukalani Baptist Church               | HI | PURCH                               | HI |



## APPENDIX E

|                                          |    |                      |    |
|------------------------------------------|----|----------------------|----|
| STATE DEPARTMENT OF DEFENSE              | HI | Hanamaulu            | HI |
| HAWAII CHILD SUPPORT                     |    | Hanapepe             | HI |
| ENFORCEMENT AGENCY                       | HI | Hauula               | HI |
| HAWAII HEALTH SYSTEMS                    |    | Hawaii National Park | HI |
| CORPORATION                              | HI | Hawaiian Ocean View  | HI |
| HAWAII AGRICULTURE RESEARCH              |    | Hawi                 | HI |
| CENTER                                   | HI | Hickam AFB           | HI |
| STATE OF HAWAII                          | HI | Hilo                 | HI |
| Third Judicial Circuit - State of Hawaii | HI | Holualoa             | HI |
| State of Hawaii Department of            |    | Honaunau             | HI |
| Transportation                           | HI | Honokaa              | HI |
| Office of the Governor                   | HI | Honolulu             | HI |
| State of Hawaii-Department of Health-    |    | Honumu               | HI |
| Disability & Communication Access        | HI | Hoolehua             | HI |
| State of Hawaii Department of Human      |    | Kaaawa               | HI |
| Services                                 | HI | Kahuku               | HI |
| CITY AND COUNTY OF HONOLULU              | HI | Kahului              | HI |
| Lanai Youth Center                       | HI | Kailua               | HI |
| Silver Dolphin Bistro                    | HI | Kailua Kona          | HI |
| Commander, Navy Region Hawaii            | HI | Kalaheo              | HI |
| US Navy                                  | HI | Kalaupapa            | HI |
| Defense Information System Agency        | HI | Kamuela              | HI |
| 84th Engineer Battalion                  | HI | Kaneohe              | HI |
| Department of Veterans Affairs           | HI | Kapaa                | HI |
| Hawaii County                            | HI | Kapaau               | HI |
| Honolulu County                          | HI | Kapolei              | HI |
| Kauai County                             | HI | Kaumakani            | HI |
| Maui County                              | HI | Kaunakakai           | HI |
| Kalawao County                           | HI | Kawela Bay           | HI |
| Aiea                                     | HI | Keaau                | HI |
| Anahola                                  | HI | Kealakekua           | HI |
| Barbers Point N A S                      | HI | Kealia               | HI |
| Camp H M Smith                           | HI | Keauhou              | HI |
| Captain Cook                             | HI | Kekaha               | HI |
| Eleele                                   | HI | Kihei                | HI |
| Ewa Beach                                | HI | Kilauea              | HI |
| Fort Shafter                             | HI | Koloa                | HI |
| Haiku                                    | HI | Kualapuu             | HI |
| Hakalau                                  | HI | Kula                 | HI |
| Haleiwa                                  | HI | Kunia                | HI |
| Hana                                     | HI | Kurtistown           | HI |
| Hanalei                                  | HI | Lahaina              | HI |

## APPENDIX E

|                                   |    |                                       |    |
|-----------------------------------|----|---------------------------------------|----|
| Laie                              | HI | Chaminade University of Honolulu      | HI |
| Lanai City                        | HI | Hawaii Business College               | HI |
| Laupahoehoe                       | HI | Hawaii Pacific University             | HI |
| Lawai                             | HI | Hawaii Technology Institute           | HI |
| Lihue                             | HI | Heald College - Honolulu              | HI |
| M C B H Kaneohe Bay               | HI | Remington College - Honolulu Campus   | HI |
| Makawao                           | HI | University of Phoenix - Hawaii Campus | HI |
| Makaweli                          | HI | Hawaii Community College              | HI |
| Maunaloa                          | HI | Honolulu Community College            | HI |
| Mililani                          | HI | Kapiolani Community College           | HI |
| Mountain View                     | HI | Kauai Community College               | HI |
| Naalehu                           | HI | Leeward Community College             | HI |
| Ninole                            | HI | Maui Community College                | HI |
| Ocean View                        | HI | University of Hawaii at Hilo          | HI |
| Ookala                            | HI | University of Hawaii at Manoa         | HI |
| Paaupau                           | HI | Windward Community College            | HI |
| Paauiilo                          | HI | Canby School District No 86           | OR |
| Pahala                            | HI | Central School District 13J (Polk     |    |
| Pahoa                             | HI | County, Oregon)                       | OR |
| Paia                              | HI | Milton-Freewater Unified School       |    |
| Papaaloa                          | HI | District No 7                         | OR |
| Papaikou                          | HI | Scappoose Adventist School            | OR |
| Pearl City                        | HI | Ontario School District 8C            | OR |
| Pearl Harbor                      | HI | Trillium Charter School               | OR |
| Pepeekeo                          | HI | Echo School District                  | OR |
| Princeville                       | HI | Warrenton Hammond School              | OR |
| Pukalani                          | HI | Phoenix-Talent Schools                | OR |
| Puunene                           | HI | Immanuel Lutheran School              | OR |
| Schofield Barracks                | HI | The Emerson School                    | OR |
| Tripler Army Medical Center       | HI | Columbia Academy                      | OR |
| Volvano                           | HI | VALLEY CATHOLIC SCHL                  | OR |
| Wahiawa                           | HI | CROOK COUNTY SCHOOL DISTRICT          | OR |
| Waialua                           | HI | CORBETT SCHL DIST #39                 | OR |
| Waianae                           | HI | Trinity Lutheran Church and School    | OR |
| Waikoloa                          | HI | Bethel School District #52            | OR |
| Wailuku                           | HI | OREGON CITY PUBLIC SCHL               | OR |
| Waimanalo                         | HI | Ppmc Education Committee              | OR |
| Waimea                            | HI | Stayton Christian School              | OR |
| Waipahu                           | HI | South Columbia Family School          | OR |
| Wake Island                       | HI | Sunrise Preschool                     | OR |
| Wheeler Army Airfield             | HI | St. Therese Parish/School             | OR |
| Brigham Young University - Hawaii | HI | PINE-EAGLE SCHOOL DISTRICT 061        | OR |

## APPENDIX E

|                                                |    |                                            |    |
|------------------------------------------------|----|--------------------------------------------|----|
| Portland YouthBuilders                         | OR | WILLAMETTE EDUCATION SERVICE               |    |
| Wallowa County ESD                             | OR | DISTRICT                                   | OR |
| Fern Ridge School District 28J                 | OR | BAKER COUNTY SCHOOL DIST. 16J -            |    |
| Knova Learning                                 | OR | MALHEUR ESD                                | OR |
| Jackson County School District No. 5           | OR | HARNEY EDUCATION SERVICE DISTRICT          | OR |
| New Horizon Christian School                   | OR | GREATER ALBANY PUBLIC SCHOOL               |    |
| MOLALLA RIVER ACADEMY                          | OR | DISTRICT                                   | OR |
| HIGH DESERT EDUCATION SERVICE DISTRICT         | OR | LAKE OSWEGO SCHOOL DISTRICT 7J             | OR |
| St. Luke Catholic School                       | OR | SOUTHERN OREGON EDUCATION SERVICE DISTRICT | OR |
| SOUTHWEST CHARTER SCHOOL                       | OR | SILVER FALLS SCHOOL DISTRICT               | OR |
| WHITEAKER MONTESSORI SCHOOL                    | OR | St Helens School District                  | OR |
| CASCADES ACADEMY OF CENTRAL OREGON             | OR | DAYTON SCHOOL DISTRICT NO.8                | OR |
| NEAH-KAH-NIE DISTRICT NO.56                    | OR | Amity School District 4-J                  | OR |
| INTER MOUNTAIN ESD                             | OR | SCAPPOOSE SCHOOL DISTRICT 1J               | OR |
| STANFIELD SCHOOL DISTRICT                      | OR | REEDSPORT SCHOOL DISTRICT                  | OR |
| LA GRANDE SCHOOL DISTRICT                      | OR | FOREST GROVE SCHOOL DISTRICT               | OR |
| CASCADE SCHOOL DISTRICT                        | OR | DAVID DOUGLAS SCHOOL DISTRICT              | OR |
| DUFUR SCHOOL DISTRICT NO.29                    | OR | LOWELL SCHOOL DISTRICT NO.71               | OR |
| hillsboro school district                      | OR | TIGARD-TUALATIN SCHOOL DISTRICT            | OR |
| GASTON SCHOOL DISTRICT 511J                    | OR | SHERWOOD SCHOOL DISTRICT 88J               | OR |
| BEAVERTON SCHOOL DISTRICT                      | OR | RAINIER SCHOOL DISTRICT                    | OR |
| COUNTY OF YAMHILL SCHOOL DISTRICT 29           | OR | NORTH CLACKAMAS SCHOOL DISTRICT            | OR |
| WILLAMINA SCHOOL DISTRICT                      | OR | MONROE SCHOOL DISTRICT NO.1J               | OR |
| MCMINNVILLE SCHOOL DISTRICT NO.40              | OR | CHILDPEACE MONTESSORI                      | OR |
| Sheridan School District 48J                   | OR | HEAD START OF LANE COUNTY                  | OR |
| THE CATLIN GABEL SCHOOL                        | OR | HARNEY COUNTY SCHOOL DIST. NO.3            | OR |
| NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH | OR | NESTUCCA VALLEY SCHOOL DISTRICT NO.101     | OR |
| CENTRAL CATHOLIC HIGH SCHOOL                   | OR | ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL | OR |
| CANYONVILLE CHRISTIAN ACADEMY                  | OR | LEBANON COMMUNITY SCHOOLS NO.9             | OR |
| OUR LADY OF THE LAKE SCHOOL                    | OR | MT.SCOTT LEARNING CENTERS                  | OR |
| NYSSA SCHOOL DISTRICT NO. 26                   | OR | SEVEN PEAKS SCHOOL                         | OR |
| ARLINGTON SCHOOL DISTRICT NO. 3                | OR | DE LA SALLE N CATHOLIC HS                  | OR |
| LIVINGSTONE ADVENTIST ACADEMY                  | OR | MULTISENSORY LEARNING ACADEMY              | OR |
| Santiam Canyon SD 129J                         | OR | MITCH CHARTER SCHOOL                       | OR |
| WEST HILLS COMMUNITY CHURCH                    | OR | REALMS CHARTER SCHOOL                      | OR |
| BANKS SCHOOL DISTRICT                          | OR | BAKER SCHOOL DISTRICT 5-J                  | OR |
|                                                |    | PHILOMATH SCHOOL DISTRICT                  | OR |
|                                                |    | CLACKAMAS EDUCATION SERVICE DISTRICT       | OR |

## APPENDIX E

|                                               |    |                                                   |    |
|-----------------------------------------------|----|---------------------------------------------------|----|
| CANBY SCHOOL DISTRICT                         | OR | CENTRAL POINT SCHOOL DISTRICT NO. 6               | OR |
| OREGON TRAIL SCHOOL DISTRICT NO.46            | OR | JACKSON CO SCHOOL DIST NO.9                       | OR |
| WEST LINN WILSONVILLE SCHOOL DISTRICT         | OR | ROGUE RIVER SCHOOL DISTRICT NO.35                 | OR |
| MOLALLA RIVER SCHOOL DISTRICT NO.35           | OR | MEDFORD SCHOOL DISTRICT 549C                      | OR |
| ESTACADA SCHOOL DISTRICT NO.108               | OR | CULVER SCHOOL DISTRICT NO.                        | OR |
| GLADSTONE SCHOOL DISTRICT                     | OR | JEFFERSON COUNTY SCHOOL DISTRICT 509-J            | OR |
| ASTORIA SCHOOL DISTRICT 1C                    | OR | GRANTS PASS SCHOOL DISTRICT 7                     | OR |
| SEASIDE SCHOOL DISTRICT 10                    | OR | LOST RIVER JR/SR HIGH SCHOOL                      | OR |
| NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT | OR | KLAMATH FALLS CITY SCHOOLS                        | OR |
| VERNONIA SCHOOL DISTRICT 47J                  | OR | LANE COUNTY SCHOOL DISTRICT 4J                    | OR |
| SOUTH COAST EDUCATION SERVICE DISTRICT        | OR | SPRINGFIELD SCHOOL DISTRICT NO.19                 | OR |
| COOS BAY SCHOOL DISTRICT NO.9                 | OR | CRESWELL SCHOOL DISTRICT                          | OR |
| COOS BAY SCHOOL DISTRICT                      | OR | SOUTH LANE SCHOOL DISTRICT 45J3                   | OR |
| NORTH BEND SCHOOL DISTRICT 13                 | OR | LANE COUNTY SCHOOL DISTRICT 69                    | OR |
| COQUILLE SCHOOL DISTRICT 8                    | OR | SIUSLAW SCHOOL DISTRICT                           | OR |
| MYRTLE POINT SCHOOL DISTRICT NO.41            | OR | SWEET HOME SCHOOL DISTRICT NO.55                  | OR |
| BANDON SCHOOL DISTRICT                        | OR | LINN CO. SCHOOL DIST. 95C - SCIO SD               | OR |
| BROOKING HARBOR SCHOOL DISTRICT NO.17-C       | OR | ONTARIO MIDDLE SCHOOL                             | OR |
| REDMOND SCHOOL DISTRICT                       | OR | GERVAIS SCHOOL DIST. #1                           | OR |
| DESCHUTES COUNTY SD NO.6 - SISTERS SD         | OR | NORTH SANTIAM SCHOOL DISTRICT 29J                 | OR |
| DOUGLAS EDUCATION SERVICE DISTRICT            | OR | JEFFERSON SCHOOL DISTRICT                         | OR |
| ROSEBURG PUBLIC SCHOOLS                       | OR | SALEM-KEIZER PUBLIC SCHOOLS                       | OR |
| GLIDE SCHOOL DISTRICT NO.12                   | OR | MT. ANGEL SCHOOL DISTRICT NO.91                   | OR |
| SOUTH UMPQUA SCHOOL DISTRICT #19              | OR | MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES | OR |
| YONCALLA SCHOOL DISTRICT NO.32                | OR | MORROW COUNTY SCHOOL DISTRICT                     | OR |
| ELKTON SCHOOL DISTRICT NO.34                  | OR | MULTNOMAH EDUCATION SERVICE DISTRICT              | OR |
| DOUGLAS COUNTY SCHOOL DISTRICT 116            | OR | GRESHAM-BARLOW SCHOOL DISTRICT                    | OR |
| HOOD RIVER COUNTY SCHOOL DISTRICT             | OR | DALLAS SCHOOL DISTRICT NO. 2                      | OR |
| PHOENIX-TALENT SCHOOL DISTRICT NO.4           | OR | CENTRAL SCHOOL DISTRICT 13J                       | OR |
|                                               |    | St. Mary Catholic School                          | OR |
|                                               |    | CROSSROADS CHRISTIAN SCHOOL                       | OR |
|                                               |    | ST. ANTHONY SCHOOL                                | OR |
|                                               |    | Pedee School                                      | OR |
|                                               |    | HERITAGE CHRISTIAN SCHOOL                         | OR |
|                                               |    | BEND-LA PINE SCHOOL DISTRICT                      | OR |
|                                               |    | GLENDALE SCHOOL DISTRICT                          | OR |
|                                               |    | LINCOLN COUNTY SCHOOL DISTRICT                    | OR |
|                                               |    | PORTLAND PUBLIC SCHOOLS                           | OR |

## APPENDIX E

|                                        |    |                                        |    |
|----------------------------------------|----|----------------------------------------|----|
| REYNOLDS SCHOOL DISTRICT               | OR | Prospect School District               | OR |
| CENTENNIAL SCHOOL DISTRICT             | OR | Ashbrook Independent School            | OR |
| NOBEL LEARNING COMMUNITIES             | OR | Molalla River School District          | OR |
| St. Stephen's Academy                  | OR | Corvallis School District 509J         | OR |
| McMinnville Adventist Christian School | OR | Falls City School District #57         | OR |
| Salem-Keizer 24J                       | OR | Portland Christian Schools             | OR |
| McKay High School                      | OR | LUCKIAMUTE VALLEY CHARTER              |    |
| Pine Eagle Charter School              | OR | SCHOOLS                                | OR |
| Bend-La Pine Schools                   | OR | Insight School of Oregon Painted Hills | OR |
| Waldo Middle School                    | OR | Deer Creek Elementary School           | OR |
| OAKLAND SCHOOL DISTRICT 001            | OR | Yamhill Carlton School District        | OR |
| hermiston school district              | OR | COLTON SCHL DIST 53                    | OR |
| Clear Creek Middle School              | OR | ASHLAND PUBLIC SCHLS                   | OR |
| Marist High School                     | OR | HARRISBURG SCHL DIST                   | OR |
| Victory Academy                        | OR | CENTRAL CURRY SCHL DIST#1              | OR |
| Vale School District No. 84            | OR | BNAI BRITH CAMP                        | OR |
| St. Mary School                        | OR | OREGON FOOD BANK                       | OR |
| Junction City High School              | OR | HOSANNA CHRISTIAN SCHL                 | OR |
| Three Rivers School District           | OR | ABIQUA SCHL                            | OR |
| Fern Ridge School District             | OR | Auxiliary services                     | OR |
| JESUIT HIGH SCHL EXEC OFC              | OR | Salem keizar school district           | OR |
| LASALLE HIGH SCHOOL                    | OR | Scio High School                       | OR |
| Southwest Christian School             | OR | Athena Weston School District 29RJ     | OR |
| Willamette Christian School            | OR | Butte Falls School District            | OR |
| Westside Christian High School         | OR | Bend International School              | OR |
| CS LEWIS ACADEMY                       | OR | Imbler School District #11             | OR |
| Portland America School                | OR | monument school                        | OR |
| Forest Hills Lutheran School           | OR | PENDLETON SCHOOL DISTRICT #16R         | OR |
| Mosier Community School                | OR | Ohara Catholic School                  | OR |
| Koreducators Lep High                  | OR | MARCOLA SCHOOL DISTRICT 079J           | OR |
| Warrenton Hammond School District      | OR | LINN-BENTON-LINCOLN ESD                | OR |
| Sutherlin School District              | OR | Reynolds High School                   | OR |
| Malheur Elementary School District     | OR | St. Paul School District               | OR |
| Ontario School District                | OR | Sabin-Schellenberg Technical Center    | OR |
| Parkrose School District 3             | OR | St Paul Parish School                  | OR |
| Riverdale School District 51J          | OR | Joseph School District                 | OR |
| Tillamook School District              | OR | EagleRidge High School                 | OR |
| Madeleine School                       | OR | Grant Community School                 | OR |
| Union School District                  | OR | Oak Hill School                        | OR |
| Helix School District                  | OR | Hope chinese charter                   | OR |
| Riddle School District                 | OR | Northwest Academy                      | OR |
| Helix School Dist #1 R                 | OR | Sunny Wolf Charter School              | OR |

## APPENDIX E

|                                                      |    |                                                                 |    |
|------------------------------------------------------|----|-----------------------------------------------------------------|----|
| MCKENZIE SCHOOL DISTRICT 068                         | OR | klamath county                                                  | OR |
| L'Etoile French Immersion School                     | OR | LANE COUNTY                                                     | OR |
| LA GRANDE SCHOOL DISTRICT 001                        | OR | LINN COUNTY                                                     | OR |
| FOSSIL SCHOOL DISTRICT 21J                           | OR | MARION COUNTY , SALEM, OREGON                                   | OR |
| Marist Catholic High School                          | OR | MULTNOMAH COUNTY                                                | OR |
| Springfield Public Schools                           | OR | SHERMAN COUNTY                                                  | OR |
| Elgin school dist.                                   | OR | WASCO COUNTY                                                    | OR |
| French American International School                 | OR | YAMHILL COUNTY                                                  | OR |
| PLEASANT HILL SCH DIST #1                            | OR | WALLOWA COUNTY                                                  | OR |
| Ukiah School District 80R                            | OR | ASSOCIATION OF OREGON COUNTIES                                  | OR |
| Lake Oswego Montessori School                        | OR | NAMI LANE COUNTY                                                | OR |
| North Powder Charter School                          | OR | BENTON COUNTY                                                   | OR |
| Siletz Valley School                                 | OR | DOUGLAS COUNTY                                                  | OR |
| WINSTON-DILLARD SCHOOL DISTRICT 116                  | OR | JEFFERSON COUNTY                                                | OR |
| ALLIANCE CHARTER ACADEMY                             | OR | LAKE COUNTY                                                     | OR |
| French American School                               | OR | LINCOLN COUNTY                                                  | OR |
| Mastery Learning Institute                           | OR | POLK COUNTY                                                     | OR |
| North Lake School District 14                        | OR | UNION COUNTY                                                    | OR |
| Early College High School                            | OR | WASHINGTON COUNTY                                               | OR |
| Klamath County Fire District No. 1                   | OR | MORROW COUNTY                                                   | OR |
| Washington County Consolidated Communications Agency | OR | Mckenzie Personnel Services                                     | OR |
| GILLIAM COUNTY OREGON                                | OR | Washington County Facilities & Park Services                    | OR |
| UMATILLA COUNTY, OREGON                              | OR | Multnomah County Department of Community Justice                | OR |
| LANE ELECTRIC COOPERATIVE                            | OR | NORCOR Juvenile Detention                                       | OR |
| DOUGLAS ELECTRIC COOPERATIVE, INC.                   | OR | Tillamook County Estuary                                        | OR |
| MULTNOMAH LAW LIBRARY                                | OR | Job Council                                                     | OR |
| clackamas county                                     | OR | BAKER CNTY GOVT                                                 | OR |
| CLATSOP COUNTY                                       | OR | TILLAMOOK CNTY                                                  | OR |
| COLUMBIA COUNTY, OREGON                              | OR | CLACKAMS COUNTY COMMUNITY CORRECTIONS                           | OR |
| coos county                                          | OR | Multnomah County Dept of County Assets                          | OR |
| CROOK COUNTY ROAD DEPARTMENT                         | OR | Wheeler County                                                  | OR |
| CURRY COUNTY OREGON                                  | OR | Clackamas County Service District # 1/Tri-City Service District | OR |
| DESCHUTES COUNTY                                     | OR | Resource Connections of Oregon                                  | OR |
| GILLIAM COUNTY                                       | OR | Lane County Sheriff's Office                                    | OR |
| GRANT COUNTY, OREGON                                 | OR | Clatsop County Sheriff's Office                                 | OR |
| HARNEY COUNTY SHERIFFS OFFICE                        | OR | Harney County Community Corrections                             | OR |
| HOOD RIVER COUNTY                                    | OR | Grant County Economic Development                               | OR |
| jackson county                                       | OR |                                                                 |    |
| josephine county                                     | OR |                                                                 |    |

## APPENDIX E

|                                         |    |                                                 |    |
|-----------------------------------------|----|-------------------------------------------------|----|
| Baker County                            | OR | Grace Christian Fellowship                      | OR |
| Josephine County Public Works           | OR | Reliance eHealth Collaborative                  | OR |
| Clackamas County Juvenile Dept          | OR | Wild Rogue Youth Foundation, Inc.               | OR |
| Columbia Basin Care Facility            | OR | Grants Pass Seventh-day Adventist Church        | OR |
| Clackamas County Disaster Management    | OR | Corvallis Waldorf School                        | OR |
| City of Seaside Police Department       | OR | Farmworkers Housing Development Corporation     | OR |
| Best Care Treatment Center              | OR | World Forestry Center                           | OR |
| Boys & Girls Clubs of Emerald Valley    | OR | Adapt                                           | OR |
| Church of Christ                        | OR | Kid Time                                        | OR |
| GWPMS                                   | OR | Oregon Farm Bureau                              | OR |
| Operation Christmas                     | OR | Mt Emily Safe Center                            | OR |
| Dove Medical                            | OR | Salem First Presbyterian Church                 | OR |
| Literary Expectations dba Moore Academy | OR | Rolling Hills Baptist Church                    | OR |
| Love Thy Neighbor services              | OR | Baker Elks                                      | OR |
| Tamarack Aquatic Center                 | OR | Gates Community Church of Christ                | OR |
| Seven Feathers Casino                   | OR | PIP Corps LLC                                   | OR |
| Direction Service, Inc.                 | OR | Turtle Ridge Wildlife Center                    | OR |
| Oliver P Lent PTA                       | OR | Grande Ronde Model Watershed Foundation         | OR |
| Kairos                                  | OR | Western Environmental Law Center                | OR |
| Willamette Valley Rehab Center          | OR | Oregon District 7 Little League                 | OR |
| St Paul Baptist Church                  | OR | Mercy Flights, Inc.                             | OR |
| Long Tom Watershed Council              | OR | Metropolitan Contractor Improvement Partnership | OR |
| San Martin Deporres Catholic Church     | OR | The Christian Church of Hillsboro Oregonb       | OR |
| Portland Parks Foundation               | OR | Congregation Neveh Shalom                       | OR |
| Sweet Home United Methodist Church      | OR | My Fathers House                                | OR |
| Math Learning Center, The               | OR | Step Forward Activities Inc                     | OR |
| Maranatha Church                        | OR | HHoly Trinity Greek Orthodox Cathedral          | OR |
| Cedar Hills Baptist Church              | OR | MECOP Inc.                                      | OR |
| Good Samaritan Ministries               | OR | Workforce Northwest Inc                         | OR |
| New Hope Christain College              | OR | Lane Arts Council                               | OR |
| Unitarian Universalist Church in Eugene | OR | Building Healthy Family                         | OR |
| Emmanuel Bible Church                   | OR | Integral Youth Services                         | OR |
| Portland Community Media                | OR | Children Center At Trinity                      | OR |
| La Pine Chamber of Commerce             | OR | OUR SAVIOR'S LUTHERAN CHURCH                    | OR |
| Stone Creek Christian Church            | OR | Beaverton Christians Church                     | OR |
| Rogue Valley Youth Football             | OR | Oregon Humanities                               | OR |
| Bend Elks Lodge 1371                    | OR |                                                 |    |
| Friendly House, Inc.                    | OR |                                                 |    |
| Klamath Siskiyou Wildlands Center       | OR |                                                 |    |

## APPENDIX E

|                                                    |    |                                             |    |
|----------------------------------------------------|----|---------------------------------------------|----|
| St. Pius X School                                  | OR | Independent Development Enterprise Alliance | OR |
| Community Connection of Northeast Oregon, Inc.     | OR | MID-WILLAMETTE VALLEY                       |    |
| St Mark Presbyterian Church                        | OR | COMMUNITY ACTION AGENCY, INC                | OR |
| Living Opportunities, Inc.                         | OR | HALFWAY HOUSE SERVICES, INC.                | OR |
| Coos Art Museum                                    | OR | REDMOND PROFICIENCY ACADEMY                 | OR |
| OETC                                               | OR | OHSU FOUNDATION                             | OR |
| Blanchet House of Hospitality                      | OR | SHELTERCARE                                 | OR |
| Garten Services Inc                                | OR | PRINGLE CREEK SUSTAINABLE LIVING CENTER     | OR |
| Incite Incorporated                                | OR | PACIFIC INSTITUTES FOR RESEARCH             | OR |
| Merchants Exchange of Portland, Oregon             | OR | Mental Health for Children, Inc.            | OR |
| Coalition for a Livable Future                     | OR | The Dreaming Zebra Foundation               | OR |
| West Salem United Methodist                        | OR | LAUREL HILL CENTER                          | OR |
| Rogue River Watershed Council                      | OR | THE OREGON COMMUNITY FOUNDATION             | OR |
| Central Oregon Visitors Association                | OR | OCHIN                                       | OR |
| Soroptimist International of Gold Beach, OR        | OR | WE CARE OREGON                              | OR |
| Real Life Christian Church                         | OR | SE WORKS                                    | OR |
| Milwaukie-Portland Lodge No.142                    |    | ENTERPRISE FOR EMPLOYMENT AND EDUCATION     | OR |
| Benevolent and Protective Order of Elk             | OR | OMNIMEDIX INSTITUTE                         | OR |
| Mainstage Theatre Company                          | OR | PORTLAND BUSINESS ALLIANCE                  | OR |
| Dayton Christian Church                            | OR | GATEWAY TO COLLEGE NATIONAL NETWORK         | OR |
| Delphian School                                    | OR | FOUNDATIONS FOR A BETTER OREGON             | OR |
| AVON                                               | OR | GOAL ONE COALITION                          | OR |
| EPUD-Emerald People's Utility District             | OR | ATHENA LIBRARY FRIENDS ASSOCIATION          | OR |
| Human Solutions, Inc.                              | OR | Coastal Family Health Center                | OR |
| The Wallace Medical Concern                        | OR | CENTER FOR COMMUNITY CHANGE                 | OR |
| Boys & Girls Club of Salem, Marion & Polk Counties | OR | STAND FOR CHILDREN                          | OR |
| The Ross Ragland Theater and Cultural Center       | OR | ST. VINCENT DEPAUL OF LANE COUNTY           | OR |
| Girl Scouts of Oregon and SW Washington, Inc.      | OR | EAST SIDE FOURSQUARE CHURCH                 | OR |
| Cedar Sinai Park-Robison Jewish Healthcare         | OR | CORVALLIS MOUNTAIN RESCUE UNIT              | OR |
| Cascade Health Solutions                           | OR | InventSuccess                               | OR |
| Umpqua Community Health Center                     | OR | SHERIDAN JAPANESE SCHOOL FOUNDATION         | OR |
| ALZHEIMERS NETWORK OF OREGON                       | OR | The Blosser Center for Dyslexia Resources   | OR |
| NATIONAL WILD TURKEY FEDERATION                    | OR | MOSAIC CHURCH                               | OR |
| TILLAMOOK ESTUARIES PARTNERSHIP                    | OR |                                             |    |
| LIFEWORKS NW                                       | OR |                                             |    |



## APPENDIX E

|                                                            |    |                                                          |    |
|------------------------------------------------------------|----|----------------------------------------------------------|----|
| HOUSING AUTHORITY OF LINCOLN COUNTY                        | OR | ST VINCENT DE PAUL OUTSIDE IN                            | OR |
| RENEWABLE NORTHWEST PROJECT                                | OR | UNITED CEREBRAL PALSY OF OR AND SW WA                    | OR |
| INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION           | OR | WILLAMETTE VIEW INC.                                     | OR |
| CONSERVATION BIOLOGY INSTITUTE                             | OR | PORTLAND HABILITATION CENTER, INC.                       | OR |
| THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC. | OR | OREGON STATE UNIVERSITY ALUMNI ASSOCIATION               | OR |
| BLACHLY LANE ELECTRIC COOPERATIVE                          | OR | ROSE VILLA, INC.                                         | OR |
| MORNING STAR MISSIONARY BAPTIST CHURCH                     | OR | NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE | OR |
| NORTHWEST FOOD PROCESSORS ASSOCIATION                      | OR | BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA       | OR |
| INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON         | OR | ROGUE FEDERAL CREDIT UNION                               | OR |
| OREGON EDUCATION ASSOCIATION                               | OR | Oregon Research Institute                                | OR |
| HEARING AND SPEECH INSTITUTE INC                           | OR | WILLAMETTE LUTHERAN HOMES, INC                           | OR |
| SALEM ELECTRIC                                             | OR | LANE MEMORIAL BLOOD BANK                                 | OR |
| MORRISON CHILD AND FAMILY SERVICES                         | OR | PORTLAND JEWISH ACADEMY                                  | OR |
| JUNIOR ACHIEVEMENT                                         | OR | LANECO FEDERAL CREDIT UNION                              | OR |
| CENTRAL BIBLE CHURCH                                       | OR | GRANT PARK CHURCH                                        | OR |
| MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL                 | OR | ST. MARYS OF MEDFORD, INC.                               | OR |
| TRILLIUM FAMILY SERVICES, INC.                             | OR | US CONFERENCE OF MENONNITE BRETHREN CHURCHES             | OR |
| YWCA SALEM                                                 | OR | FAITHFUL SAVIOR MINISTRIES                               | OR |
| PORTLAND ART MUSEUM                                        | OR | OREGON CITY CHURCH OF THE NAZARENE                       | OR |
| SAINT JAMES CATHOLIC CHURCH                                | OR | OREGON COAST COMMUNITY ACTION                            | OR |
| SOUTHERN OREGON HUMANE SOCIETY                             | OR | EDUCATION NORTHWEST                                      | OR |
| VOLUNTEERS OF AMERICA OREGON                               | OR | COMMUNITY ACTION TEAM, INC.                              | OR |
| CENTRAL DOUGLAS COUNTY FAMILY YMCA                         | OR | EUGENE SYMPHONY ASSOCIATION, INC.                        | OR |
| METROPOLITAN FAMILY SERVICE                                | OR | STAR OF HOPE ACTIVITY CENTER INC.                        | OR |
| OREGON MUSUEM OF SCIENCE AND INDUSTRY                      | OR | SPARC ENTERPRISES                                        | OR |
| FIRST UNITARIAN CHURCH                                     | OR | SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.           | OR |
| ST. ANTHONY CHURCH                                         | OR | SALEM ALLIANCE CHURCH                                    | OR |
| Good Shepherd Medical Center                               | OR | Lane Council of Governments                              | OR |
| Salem Academy                                              | OR | FORD FAMILY FOUNDATION                                   | OR |
| GEN CONF OF SDA CHURCH WESTERN                             | OR | TRAILS CLUB                                              | OR |
| OR                                                         | OR | NEWBERG FRIENDS CHURCH                                   | OR |
| PORTLAND ADVENTIST ACADEMY                                 | OR |                                                          |    |

## APPENDIX E

|                                                      |    |                                                   |    |
|------------------------------------------------------|----|---------------------------------------------------|----|
| WOODBURN AREA CHAMBER OF COMMERCE                    | OR | SPONSORS, INC.                                    | OR |
| CONTEMPORARY CRAFTS MUSEUM AND GALLERY               | OR | COLUMBIA COMMUNITY MENTAL HEALTH                  | OR |
| CITY BIBLE CHURCH                                    | OR | ADDICTIONS RECOVERY CENTER, INC                   | OR |
| OREGON LIONS SIGHT & HEARING FOUNDATION              | OR | METRO HOME SAFETY REPAIR PROGRAM                  | OR |
| PORTLAND WOMENS CRISIS LINE                          | OR | OREGON SUPPORTED LIVING PROGRAM                   | OR |
| THE SALVATION ARMY - CASCADE DIVISION                | OR | SOUTH COAST HOSPICE, INC.                         | OR |
| WILLAMETTE FAMILY                                    | OR | ALLFOURONE/CRESTVIEW CONFERENCE CTR.              | OR |
| WHITE BIRD CLINIC                                    | OR | The International School                          | OR |
| GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES | OR | REBUILDING TOGETHER - PORTLAND INC.               | OR |
| PLANNED PARENTHOOD OF SOUTHWESTERN OREGON            | OR | PENDLETON ACADEMIES                               | OR |
| HOUSING NORTHWEST                                    | OR | PACIFIC FISHERY MANAGEMENT COUNCIL                | OR |
| OREGON ENVIRONMENTAL COUNCIL                         | OR | DOGS FOR THE DEAF, INC.                           | OR |
| MEALS ON WHEELS PEOPLE, INC.                         | OR | PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.     | OR |
| FAITH CENTER                                         | OR | EMMAUS CHRISTIAN SCHOOL                           | OR |
| OREGON CHILD DEVELOPMENT COALITION                   | OR | DELIGHT VALLEY CHURCH OF CHRIST                   | OR |
| Bob Belloni Ranch, Inc.                              | OR | SAINT CATHERINE OF SIENA CHURCH                   | OR |
| GOOD SHEPHERD COMMUNITIES                            | OR | PORT CITY DEVELOPMENT CENTER                      | OR |
| SACRED HEART CATHOLIC DAUGHTERS                      | OR | VIRGINIA GARCIA MEMORIAL HEALTH CENTER            | OR |
| HELP NOW! ADVOCACY CENTER                            | OR | CENTRAL CITY CONCERN                              | OR |
| TENAS ILLAHEE CHILDCARE CENTER                       | OR | CANBY FOURSQUARE CHURCH                           | OR |
| SUNRISE ENTERPRISES                                  | OR | EMERALD PUD                                       | OR |
| LOOKING GLASS YOUTH AND FAMILY SERVICES              | OR | VERMONT HILLS FAMILY LIFE CENTER                  | OR |
| SERENITY LANE                                        | OR | BENTON HOSPICE SERVICE                            | OR |
| EAST HILL CHURCH                                     | OR | INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION | OR |
| LA GRANDE UNITED METHODIST CHURCH                    | OR | COMMUNITY CANCER CENTER                           | OR |
| COAST REHABILITATION SERVICES                        | OR | OPEN MEADOW ALTERNATIVE SCHOOLS, INC.             | OR |
| Edwards Center Inc                                   | OR | CASCADIA BEHAVIORAL HEALTHCARE                    | OR |
| ALVORD-TAYLOR INDEPENDENT LIVING SERVICES            | OR | WILD SALMON CENTER                                | OR |
| NEW HOPE COMMUNITY CHURCH                            | OR | BROAD BASE PROGRAMS INC.                          | OR |
| KLAMATH HOUSING AUTHORITY                            | OR | SUNNYSIDE FOURSQUARE CHURCH                       | OR |
| QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.        | OR | TRAINING EMPLOYMENT CONSORTIUM                    | OR |

## APPENDIX E

|                                  |    |                                  |    |
|----------------------------------|----|----------------------------------|----|
| RELEVANT LIFE CHURCH             | OR | SMART                            | OR |
| 211INFO                          | OR | All God's Children International | OR |
| SONRISE CHURCH                   | OR | FARMWORKER HOUSING DEV CORP      | OR |
| LIVING WAY FELLOWSHIP            | OR | UMPQUA COMMUNITY DEVELOPMENT     |    |
| Women's Safety & Resource Center | OR | CORPORATION                      | OR |
| SEXUAL ASSAULT RESOURCE CENTER   | OR | REGIONAL ARTS AND CULTURE        |    |
| IRCO                             | OR | COUNCIL                          | OR |
| NORTHWEST YOUTH CORPS            | OR | THE EARLY EDUCATION PROGRAM,     |    |
| TILLAMOOK CNTY WOMENS CRISIS     |    | INC.                             | OR |
| CENTER                           | OR | MACDONALD CENTER                 | OR |
| SECURITY FIRST CHILD DEVELOPMENT |    | EVERGREEN AVIATION MUSEUM AND    |    |
| CENTER                           | OR | CAP. MICHAEL KING.               | OR |
| CLASSROOM LAW PROJECT            | OR | SELF ENHANCEMENT INC.            | OR |
| YOUTH GUIDANCE ASSOC.            | OR | FRIENDS OF THE CHILDREN          | OR |
| PREGNANCY RESOUCCE CENTERS OF    |    | SOUTH LANE FAMILY NURSERY DBA    |    |
| GRETER PORTLAND                  | OR | FAMILY RELIEF NURSE              | OR |
| ELMIRA CHURCH OF CHRIST          | OR | COMMUNITY VETERINARY CENTER      | OR |
| JASPER MOUNTAIN                  | OR | PORTLAND SCHOOLS FOUNDATION      | OR |
| ACUMENTRA HEALTH                 | OR | SUSTAINABLE NORTHWEST            | OR |
| WORKSYSTEMS INC                  | OR | OREGON DEATH WITH DIGNITY        | OR |
| COVENANT CHRISTIAN HOOD RIVER    | OR | BIRCH COMMUNITY SERVICES, INC.   | OR |
| OREGON DONOR PROGRAM             | OR | BAY AREA FIRST STEP, INC.        | OR |
| NAMI OREGON                      | OR | OSLC COMMUNITY PROGRAMS          | OR |
| OLIVET BAPTIST CHURCH            | OR | EN AVANT, INC.                   | OR |
| SILVERTON AREA COMMUNITY AID     | OR | ASHLAND COMMUNITY HOSPITAL       | OR |
| CONFEDERATED TRIBES OF GRAND     |    | NORTHWEST ENERGY EFFICIENCY      |    |
| RONDE                            | OR | ALLIANCE                         | OR |
| NEIGHBORIMPACT                   | OR | BONNEVILLE ENVIRONMENTAL         |    |
| CATHOLIC COMMUNITY SERVICES      | OR | FOUNDATION                       | OR |
| NEW AVENUES FOR YOUTH INC        | OR | SUMMIT VIEW COVENANT CHURCH      | OR |
| LA CLINICA DEL CARINO FAMILY     |    | SALMON-SAFE INC.                 | OR |
| HEALTH CARE CENTER               | OR | BETHEL CHURCH OF GOD             | OR |
| DECISION SCIENCE RESEARCH        |    | PROVIDENCE HOOD RIVER MEMORIAL   |    |
| INSTITUTE, INC.                  | OR | HOSPITAL                         | OR |
| WESTERN STATES CENTER            | OR | SAINT ANDREW NATIVITY SCHOOL     | OR |
| HIV ALLIANCE, INC                | OR | BARLOW YOUTH FOOTBALL            | OR |
| PARTNERSHIPS IN COMMUNITY        |    | SPOTLIGHT THEATRE OF PLEASANT    |    |
| LIVING, INC.                     | OR | HILL                             | OR |
| FANCONI ANEMIA RESEARCH FUND     |    | FAMILIES FIRST OF GRANT COUNTY,  |    |
| INC.                             | OR | INC.                             | OR |
| BLIND ENTERPRISES OF OREGON      | OR | TOUCHSTONE PARENT ORGANIZATION   | OR |
| OREGON BALLET THEATRE            | OR | CANCER CARE RESOURCES            | OR |

## APPENDIX E

|                                                |    |                                                          |    |
|------------------------------------------------|----|----------------------------------------------------------|----|
| CASCADIA REGION GREEN BUILDING COUNCIL         |    | PDX Wildlife                                             | OR |
| SHERMAN DEVELOPMENT LEAGUE, INC.               | OR | Friends of the Opera House                               | OR |
| SCIENCEWORKS                                   | OR | Jackson-Josephine 4-C Council                            | OR |
| WORD OF LIFE COMMUNITY CHURCH                  | OR | North Coast Family Fellowship                            | OR |
| SOCIAL VENTURE PARTNERS                        | OR | P E C I                                                  | OR |
| PORTLAND                                       | OR | Childsworld Learning Center                              | OR |
| OREGON PROGRESS FORUM                          | OR | Portland Schools Alliance                                | OR |
| CENTER FOR RESEARCH TO PRACTICE                | OR | New Artists Performing Arts Productions, Inc.            | OR |
| WESTERN RIVERS CONSERVANCY                     | OR | Relief Nursery                                           | OR |
| UNITED WAY OF THE COLUMBIA                     |    | St. Mary's Episcopal Church                              | OR |
| WILLAMETTE                                     | OR | Viking Sal Senior Center                                 | OR |
| EUGENE BALLET COMPANY                          | OR | Boys and Girls Club of the rogue valley                  | OR |
| EAST WEST MINISTRIES                           |    | Lincoln City Chamber of Commerce                         | OR |
| INTERNATIONAL                                  | OR | DrupalCon Inc., DBA Drupal Association                   | OR |
| SISKIYOU INITIATIVE                            | OR | Albany Partnership for Housing and Community Development | OR |
| EDUCATIONAL POLICY IMPROVEMENT CENTER          | OR | SEED OF FAITH MINISTRIES                                 | OR |
| North Pacific District of Foursquare Churches  | OR | Hermiston Christian Center & School                      | OR |
| CATHOLIC CHARITIES                             | OR | SALEM FREE CLINICS                                       | OR |
| FIRST CHURCH OF THE NAZARENE                   | OR | Dress for Success Oregon                                 | OR |
| WESTSIDE BAPTIST CHURCH                        | OR | Beaverton Rock Creek Foursquare Church                   | OR |
| Housing Development Center                     | OR | St Paul Catholic Church                                  | OR |
| Hoodview Christian Church                      | OR | St Mary's Catholic School and Parish                     | OR |
| Child Evangelism Fellowship                    | OR | Polk Soil and Water Conservation District                | OR |
| Little Promises Children's Program             | OR | Street Ministry                                          | OR |
| UNION GOSPEL MISSION                           | OR | La Grande Church of the Nazarene                         | OR |
| GRACE BAPTIST CHURCH                           | OR | Spruce Villa, Inc.                                       | OR |
| COMMUNITY ACTION ORGANIZATION                  | OR | OREGON SCHOOL BOARDS ASSOCIATION                         | OR |
| OUTSIDE IN                                     | OR | House of Prayer for All Nations                          | OR |
| MAKING MEMORIES BREAST CANCER FOUNDATION, INC. | OR | Sacred Heart Catholic Church                             | OR |
| ELAW                                           | OR | African American Health Coaliton, Inc.                   | OR |
| COMMUNITY HEALTH CENTER, INC                   | OR | Happy Canyon Company                                     | OR |
| Greater Portland INC                           | OR | Village Home Education Resource Center                   | OR |
| Eugene Builders Exchange                       | OR | Monet's Children's Circle                                | OR |
| Boys & Girls Club of Corvallis                 | OR | Cascade Housing Association                              | OR |
| Southeast Uplift Neighborhood Coalition        | OR | Dayspring Fellowship                                     | OR |
| First United Presbyterian Church               | OR |                                                          |    |

## APPENDIX E

|                                      |    |                                   |    |
|--------------------------------------|----|-----------------------------------|----|
| Northwest Habitat Institute          | OR | YMCA OF ASHLAND                   | OR |
| Winding Waters Medical Clinic        | OR | YMCA OF COLUMBIA-WILLAMETTE       |    |
| Sacred Heart-St Louis Parish         | OR | ASSOCIATION SERVICES              | OR |
| First Baptist Church                 | OR | Multnomah Law Library             | OR |
| The Nature Conservancy, Willamette   |    | Friends Of Tryon Creek State P    | OR |
| Valley Field Office                  | OR | Ontrack Inc.                      | OR |
| Serenity Lane Health Services        | OR | Calvin Presbyterian Church        | OR |
| Portland Community Reinvestment      |    | HOLT INTL CHILD                   | OR |
| Initiatives, Inc.                    | OR | St John The Baptist Catholic      | OR |
| Christians As Family Advovates       | OR | Portland Foursquare Church        | OR |
| GeerCrest Farm & Historical Society  | OR | Portland Christian Center         | OR |
| College United Methodist Church      | OR | Church Extension Plan             | OR |
| The Collins Foundation               | OR | Occu Afghanistan Relief Effort    | OR |
| Prince of Peace Lutheran Church &    |    | EUGENE FAMILY YMCA                | OR |
| School                               | OR | Christ The King Parish and School | OR |
| NEDCO                                | OR | Newberg Christian Church          | OR |
| Salem Evangelical Church             | OR | First United Methodist Church     | OR |
| Wild Lilac Child Development         |    | Zion Lutheran Church              | OR |
| Community                            | OR | Southwest Bible Church            | OR |
| Daystar Education, Inc.              | OR | Community Works Inc               | OR |
| Oregon Social Learning Center        | OR | Masonic Lodge Pearl 66            | OR |
| Pain Society of Oregon               | OR | Molalla Nazarene Church           | OR |
| environmental law alliance worldwide | OR | Transition Projects, Inc          | OR |
| Eugene Country Club                  | OR | St Michaels Episcopal Church      | OR |
| Community in Action                  | OR | Saint Johns Catholich Church      | OR |
| Willamette Valley Baptist Church     | OR | Access Inc                        | OR |
| Curry County Habitat for Humanity    | OR | Community Learning Center         | OR |
| Northwood Christian Church           | OR | Old Mill Center for Children and  |    |
| Tuality Healthcare                   | OR | Families                          | OR |
| Safe Harbors                         | OR | Sunny Oaks Inc                    | OR |
| FIRST CHRISTIAN CHURCH               | OR | Hospice Center Bend La Pine       | OR |
| Pacific Classical Ballet             | OR | Westside Foursquare Church        | OR |
| Depaul Industries                    | OR | Relief Nursery Inc                | OR |
| African American Health Coalition    | OR | Morning Star Community Church     | OR |
| Jesus Prayer Book                    | OR | MULTNOMAH DEFENDERS INC           | OR |
| Coalition Of Community Health        | OR | Providence Health System          | OR |
| River Network                        | OR | Holy Trinity Catholic Church      | OR |
| CCI Enterprises Inc                  | OR | Holy Redeemer Catholic Church     | OR |
| Oregon Nurses Association            | OR | Alliance Bible Church             | OR |
| GOODWILL INDUSTRIES OF THE           |    | CARE OREGON                       | OR |
| COLUMBIA WILLAMETTE                  | OR | Mid Columbia Childrens Council    | OR |
| Mount Angel Abbey                    | OR | HUMANE SOCIETY OF REDMOND         | OR |

## APPENDIX E

|                                                                        |    |                                                        |    |
|------------------------------------------------------------------------|----|--------------------------------------------------------|----|
| Our Redeemer Lutheran Church                                           | OR | The ALS Association Oregon and SW                      |    |
| Kbps Public Radio                                                      | OR | Washington Chapter                                     | OR |
| Skyball Salem Keizer Youth Bas                                         | OR | Children's Relief Nursery                              | OR |
| Open Technology Center                                                 | OR | Home Builders                                          | OR |
| Grace Chapel                                                           | OR | New Life Baptist Church                                | OR |
| CHILDREN'S MUSEUM 2ND                                                  | OR | Feral Cat Awareness Team                               | OR |
| Solid Rock                                                             | OR | Florence United Methodist Church                       | OR |
| West Chehalem Friends Church                                           | OR | World of Speed                                         | OR |
| Guide Dogs For The Blind                                               | OR | SW Community Health Center                             | OR |
| Aldersgate Camps and Retreats                                          | OR | Energy Trust of Oregon                                 | OR |
| St. Katherine's Catholic Church                                        | OR | St. Vincent de Paul Church                             | OR |
| The Alliance NW of the Christian & Missionary Alliance                 | OR | Fr. Bernard Youth Center                               | OR |
| Bags of Love                                                           | OR | Oregon Psychoanalytic Center                           | OR |
| Grand View Baptist Church                                              | OR | Store to Door                                          | OR |
| Green Electronics Council                                              | OR | Oregon Translational Research and Development Insitute | OR |
| Scottish Rite                                                          | OR | Depaul Industries                                      | OR |
| Western Wood Products Association                                      | OR | OUR LADY OF PERPETUAL HELP                             |    |
| Grace Baptist Church of St. Helens, Lil Learners Preschool             | OR | CATHOLIC CHURCH ALBANY OREGON                          | OR |
| THE NEXT DOOR                                                          | OR | SELCO Community Credit Union                           | OR |
| NATIONAL PSORIASIS FOUNDATION                                          | OR | Prairie Baptist Church                                 | OR |
| NEW BEGINNINGS CHRISTIAN CENTER                                        | OR | North Coast Christian Church                           | OR |
| HIGHLAND UNITED CHURCH OF CHRIST                                       | OR | Union County Economic Development Corp.                | OR |
| OREGON REPERTORY SINGERS                                               | OR | Camelto Theatre Company                                | OR |
| HIGHLAND HAVEN                                                         | OR | Camp Fire Columbia                                     | OR |
| FAIR SHARE RESEARCH AND EDUCATION FUND                                 | OR | TAKE III OUTREACH                                      | OR |
| Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA | OR | Rolling Hills Community Church                         | OR |
| First Baptist Church of Enterprise                                     | OR | Eugene Swim and Tennis Club                            | OR |
| The Canby Center                                                       | OR | Summa Institute                                        | OR |
| REDMOND FIRE & RESCUE                                                  | OR | Amani Center                                           | OR |
| Instituto de Cultura y Arte In Xochitl In Cuicatl                      | OR | Billy Webb Elks lodge #1050                            | OR |
| McKenzie Personnel Systems                                             | OR | Silverton Senior Center                                | OR |
| OSLC COMMUNITY PROGRAMS OCP                                            | OR | First Evangelical Presbyterian Church of Oregon City   | OR |
| Oregon Nikkei Endowment                                                | OR | Joyful Servant Lutheran Church                         | OR |
| Grace Community Church                                                 | OR | Sandy Seventh-day Adventist Church                     | OR |
| Eastern Oregon Alcoholism Foundation                                   | OR | Muddy Creek Charter School                             | OR |
| Grantmakers for Education                                              | OR | A FAMILY FOR EVERY CHILD                               | OR |
| The Spiral Gallery                                                     | OR | PORT OF CASCADE LOCKS                                  | OR |
|                                                                        |    | 1000 FRIENDS OF OREGON                                 | OR |
|                                                                        |    | OREGON PEDIATRIC SOCIETY                               | OR |

## APPENDIX E

|                                                              |    |                                                   |    |
|--------------------------------------------------------------|----|---------------------------------------------------|----|
| NONPROFIT ASSOCIATION OF OREGON                              | OR | Rural Development Initiatives                     | OR |
| LUKE DORF INC                                                | OR | Jason Lee Manor/UMRC                              | OR |
| FAMILY CARE INC                                              | OR | Jesus Pursuit Church                              | OR |
| MEDICAL TEAMS INTL                                           | OR | YMCA of Marion and Polk Counties                  | OR |
| Clean Slate Canine Rescue & Rehabilitation                   | OR | Urban Gleaners                                    | OR |
| St. Martins Episcopal church                                 | OR | PacificSource Health                              | OR |
| Food for Lane County                                         | OR | Faith Christian Fellowship                        | OR |
| Clatsop Behavioral Healthcare                                | OR | Brookings Elks Lodge                              | OR |
| West Coast Hunters Convention                                | OR | Tualatin Lacrosse Club                            | OR |
| columbia gorge discovery center and museum                   | OR | Tillamook Seventh Day Adventist Church            | OR |
| NAMI of Washington County                                    | OR | Oregon Jewish Community Foundation                | OR |
| American Legion Aloha Post 104                               | OR | East River Fellowship                             | OR |
| The Dalles Art Association                                   | OR | Holy Family Academy                               | OR |
| Temple Beth Israel                                           | OR | FIRST BAPTIST CHURCH OF EUGENE                    | OR |
| Willamette Leadership Academy/Pioneer Youth Corps Of Oregon  | OR | PORTLAND METRO RESIDENTIAL SERVICES               | OR |
| Rose Haven                                                   | OR | Peace Lutheran Church                             | OR |
| Dallas Church                                                | OR | Living Word Christian Center                      | OR |
| OREGON STATE UNIVERSITY                                      |    | Housing Authority of Douglas County               | OR |
| BOOKSTORE INC                                                | OR | Vietnamese Christian Community Church             | OR |
| NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY                 | OR | Forest Park Conservancy                           | OR |
| FAIRFIELD BAPTIST CHURCH                                     | OR | Friends for Animals                               | OR |
| Sexual Assault Support Services                              | OR | Family Building Blocks                            | OR |
| Neskowin Valley School                                       | OR | Greenleaf Industries                              | OR |
| RON WILSON CENTER FOR EFFECTIVE LIVING INC                   | OR | Ananda Center at Laurelwood                       | OR |
| St. Joseph Shelter                                           | OR | Goodwill Industries of Lane and South Coast       | OR |
| The Inn Home for Boys, Inc.9138                              | OR | RB Pamplin Corporaion                             | OR |
| MCKENZIEWATERSHED COUNCIL                                    | OR | Agia Sophia Academy                               | OR |
| Opportunity Connections                                      | OR | Friends of Driftwood Library                      | OR |
| MENNONITE HOME OF ALBANY INC                                 | OR | Consumers Power Inc.                              | OR |
| Oregon Technical Assistance Corporation                      | OR | A. C. Gilbert's Discovery Village                 | OR |
| Oregon And Southern Idaho Laborers Employers Training School | OR | First Lutheran Church of Astoria                  | OR |
| New Life Fellowship Church of God                            | OR | Fund For Christian Charity                        | OR |
| Gladstone Senior Center                                      | OR | Deer Meadow Assisted Living                       | OR |
| Education Travel & Culture, Inc.                             | OR | Oregon Laborers-Employer Administrative Fund, LLC | OR |
|                                                              |    | Umpqua Basin Water Association                    | OR |
|                                                              |    | Alpha Lambda House Corporation                    | OR |

## APPENDIX E

|                                         |    |                                       |    |
|-----------------------------------------|----|---------------------------------------|----|
| St John Fisher Catholic Church Portland |    | HOPE LUTHERAN CHURCH                  | OR |
| Oregon                                  | OR | Mount Pisgah Arboretum                | OR |
| Eugene Creative Care                    | OR | Redeemer Lutheran Church              | OR |
| VFW POST 4248                           | OR | Disjecta Contemporary Art Center      | OR |
| The Church of Christ of Latter Day      |    | Korean Central Covenant Church of     |    |
| Saints                                  | OR | Eugene                                | OR |
| Cascade Height Public Charter School    |    | Yankton Baptist Church                | OR |
| PTA                                     | OR | BioGift Anatomical                    | OR |
| G.O.B.H.I                               | OR | Lower Columbia Estuary Partnership    | OR |
| Association of Oregon Corrections       |    | Fur Footed Rescue, Inc.               | OR |
| EMployees, Inc.                         | OR | Mt Hood Hospice                       | OR |
| A Jesus Church Family                   | OR | Opportunity Foundation of central     |    |
| 300 Main Inc                            | OR | Oregon                                | OR |
| Southwestern Oregon Public Defender     |    | Constructing Hope                     | OR |
| Services, Inc.                          | OR | Sprinkfield Elks #2145                | OR |
| Albertina Kerr Centers                  | OR | Abuse Recovery Ministry & Services    | OR |
| Dufur Christian Church                  | OR | Oasis Shelter Home                    | OR |
| St. Matthew Catholic School             | OR | ST HENRYS CHURCH                      | OR |
| Serendipity Center Inc                  | OR | Nehalem Bay House                     | OR |
| Yellowhawk Tribal Health                | OR | UNITED METHODIST CHURCH               | OR |
| CASA of Marion County                   | OR | p:ear                                 | OR |
| Oregoinans for Food & Shelter           | OR | Health Share of Oregon                | OR |
| Westside Church of Christ Inc           | OR | St. Peter Catholic Church             | OR |
| Northwest Family Services               | OR | Mid Willamette Valley Community       |    |
| Network Charter School                  | OR | Action                                | OR |
| Ride Connecton                          | OR | A Hope For Autism Foundation          | OR |
| Parenting Now!                          | OR | NW Sport Fishing                      | OR |
| Christian Church of Woodburn            | OR | Breast Friends                        | OR |
| Verde                                   | OR | ScienceWorks Museum                   | OR |
| Native American Youth and Family        |    | Willamette Neighborhood Housing       |    |
| Center Early College Academy            | OR | Services                              | OR |
| USO Northwest                           | OR | South Salem High Music Boosters       | OR |
| Norkenzie Christian Church              | OR | SEPTL Southeast Portland Tool Library | OR |
| Little Flower Development Center        | OR | Kids Unllimited Academy               | OR |
| TLO Farms                               | OR | Cappella Romana                       | OR |
| Evergreen Wings and Waves               | OR | National Christian Community          |    |
| Ascension Episcopal Parish              | OR | Foundation                            | OR |
| Center for Family Development           | OR | Legal Aid Services of Oregon LITC     | OR |
| West Salem Foursquare Church            | OR | The Sunriver Owners Association       | OR |
| Good Samaritan Ministry                 | OR | Willamette Valley Babe Ruth           | OR |
| Grace Lutheran Church of Molalla        | OR | Center For Continuous Improvement     | OR |
| Trinity Lutheran                        | OR |                                       |    |



## APPENDIX E

|                                                                  |    |                                                       |    |
|------------------------------------------------------------------|----|-------------------------------------------------------|----|
| Northwest Center for Alternatives to Pesticides                  | OR | Hinson Baptist Church                                 | OR |
| Junction City/Harrisburg/Monroe Habitat for Humanity             | OR | Alvord Taylor                                         | OR |
| The Followers of Christ Church of Oregon City                    | OR | EUGENE CHRISTIAN FELLOWSHIP                           | OR |
| SEIU Local 49                                                    | OR | Bridges to Change                                     | OR |
| Emerald Media Group                                              | OR | Risen Records                                         | OR |
| West Hills Christian School                                      | OR | DePaul Treatment Centers, Inc.                        | OR |
| Trillium Sprigs                                                  | OR | Ministerio International Casa                         | OR |
| Smith Memorial Presbyterian Church                               | OR | New Paradise Worship Center                           | OR |
| Western Arts Alliance                                            | OR | Mission Increase Foundation                           | OR |
| Youth Dynamics                                                   | OR | Curry Public Transit Inc                              | OR |
| Ashland Art Center                                               | OR | THREE RIVERS CASINO                                   | OR |
| Apostolic Church of Jesus Christ                                 | OR | Brookings Harbor Christian School                     | OR |
| DOUGLAS FOREST PROTECTIVE                                        | OR | Local 290                                             | OR |
| Echo Theater Company                                             | OR | Hope Church of The Assemblies of God                  |    |
| Corvallis Caring Place                                           | OR | Albany Oregon                                         | OR |
| Oregon Lyme Disease Network                                      | OR | Sherwood Community Friends Church                     | OR |
| Ecotrust                                                         | OR | Bethesda Lutheran Church                              | OR |
| SPECIAL MOBILITY SERVICES                                        | OR | Legacy Mt. Hood Medical Center                        | OR |
| Bethlehem Christian Pre-School                                   | OR | Adelante Mujeres                                      | OR |
| Historical Outreach Foundation                                   | OR | Yamhill Community Care Organization                   | OR |
| Texas Interventions and Counseling Inc                           | OR | Trinity United Methodist Church                       | OR |
| Brooklyn Primary PTO                                             | OR | Portland Japanese Garden                              | OR |
| Mountain View Academy                                            | OR | Ike Box Cafe                                          | OR |
| Salem Area Chamber of Commerce                                   | OR | The Madeleine Parish                                  | OR |
| First Congregational Chrch                                       | OR | The Tucker-Maxon Oral School                          | OR |
| OREGON STATE FAIR                                                | OR | Southwest Neighborhoods, Inc                          | OR |
| Tri-County Chamber of Commerce Inc                               | OR | Wallowa Valley Center For Wellness                    | OR |
| Ronald McDonald House Charities of Oregon & Southwest Washington | OR | KIDS INTERVENTION AND DIAGNOSTIC CENTER               | OR |
| Center for Human Development                                     | OR | Joy Church Eugene                                     | OR |
| God's Storehouse Pantry                                          | OR | Portland Yacht Club                                   | OR |
| Clackamas River Trout Unlimited                                  | OR | League of Women Voters                                | OR |
| SafeHaven Humane Society                                         | OR | Oregon & Southern Idaho District Council of Laborers' | OR |
| Rainier Assembly of God                                          | OR | Portland Police Sunshine Division                     | OR |
| Tilikum Center for Retreats and Outdoor Ministries               | OR | Curry Health Network                                  | OR |
| Washington Park Transportation Management Association            | OR | United Way of Lane County                             | OR |
| Travel Lane County                                               | OR | The Lighthouse School                                 | OR |
|                                                                  |    | Olive Plaza                                           | OR |
|                                                                  |    | Rogue Valley Humane Society                           | OR |
|                                                                  |    | Willamette Carpenters Training Center, Inc            | OR |

## APPENDIX E

|                                                             |    |                                                               |    |
|-------------------------------------------------------------|----|---------------------------------------------------------------|----|
| Great Portland Bible                                        | OR | Oregon Jewish Museum and Center for                           |    |
| College Possible                                            | OR | Holoacust Education                                           | OR |
| Unithed Way                                                 | OR | Northwest Opening                                             | OR |
| Community Energy Project                                    | OR | Oregon State University                                       | OR |
| Bridgeport Community Chapel                                 | OR | Treasure Valley Community College                             | OR |
| Oswego Lake Country Club                                    | OR | Institute of Technology                                       | OR |
| Urban League of Portland                                    | OR | Unviersity of Oregon                                          | OR |
| La Grande Foursquare Church                                 | OR | OREGON UNIVERSITY SYSTEM                                      | OR |
| Portland Oregon Visitors Association                        | OR | University of Western States                                  | OR |
| Barter Union International                                  | OR | GEORGE FOX UNIVERSITY                                         | OR |
| Southern Oregon Project Hope                                | OR | LEWIS AND CLARK COLLEGE                                       | OR |
| Our United Villages                                         | OR | PACIFIC UNIVERSITY                                            | OR |
| Sunset Presbyterian Church                                  | OR | REED COLLEGE                                                  | OR |
| Youth M.O.V.E. Oregon                                       | OR | WILLAMETTE UNIVERSITY                                         | OR |
| Samaritan Health Services Inc.                              | OR | LINFIELD COLLEGE                                              | OR |
| St. Mary's Church                                           | OR | MULTNOMAH BIBLE COLLEGE                                       | OR |
| Santiam Assembly of God                                     | OR | NORTHWEST CHRISTIAN COLLEGE                                   | OR |
| CASCADES WEST FINANCIAL SERVICES<br>IN                      | OR | NATIONAL COLLEGE OF NATURAL<br>MEDICINE                       | OR |
| Kilchis House                                               | OR | BLUE MOUNTAIN COMMUNITY<br>COLLEGE                            | OR |
| Calvary Assembly of God                                     | OR | PORTLAND STATE UNIV.                                          | OR |
| Lake Grove Presbyterian Church                              | OR | CLACKAMAS COMMUNITY COLLEGE                                   | OR |
| Grace Lutheran School                                       | OR | MARYLHURST UNIVERSITY                                         | OR |
| Western Mennonite School                                    | OR | OREGON HEALTH AND SCIENCE<br>UNIVERSITY                       | OR |
| OEA CHOICE TRUST                                            | OR | BIRTHINGWAY COLLEGE OF<br>MIDWIFERY                           | OR |
| American Tinnitus Association                               | OR | pacific u                                                     | OR |
| Oregon Coast Aquarium, Inc.                                 | OR | UNIVERSITY OF OREGON                                          | OR |
| HOPE POINT CHURCH                                           | OR | CONCORDIA UNIV                                                | OR |
| Unitus Community Credit Union                               | OR | Marylhurst University                                         | OR |
| St John the Baptist Greek Orthodox<br>Church                | OR | Corban College                                                | OR |
| Parkinson's Resources of Oregon                             | OR | NORTH MARION SCHL DIST                                        | OR |
| Oregon Independent Automobile<br>Dealers Association        | OR | University of Oregon - Purchasing and<br>Contracting Services | OR |
| COLUMBIA PACIFIC ECONOMIC<br>DEVELOPMENT DISTRICT OF OREGON | OR | Oregon Center For Advanced T                                  | OR |
| St. Elizabeth Ann Seton Church                              | OR | UNIVERSITY OF PORTLAND                                        | OR |
| St Andrews Presbyterian                                     | OR | OSU Deschutes County Extension<br>Service                     | OR |
| Oregon Rural Electric Cooperative<br>Association            | OR | Portland Actors Conservatory                                  | OR |
| THE MILL CASINO                                             | OR |                                                               |    |
| Gateway Prebyterian Church                                  | OR |                                                               |    |

## APPENDIX E

|                                        |    |                                      |    |
|----------------------------------------|----|--------------------------------------|----|
| University Of Oregon Athletics         |    | OFFICE OF PUBLIC DEFENSE SERVICES    | OR |
| Department                             | OR | Clatskanie People's Utility District | OR |
| Ecola Bible School                     | OR | PIONEER COMMUNITY DEVELOPMENT        | OR |
| Tokyo Int'l University of America, Inc | OR | MARION COUNTY HEALTH DEPT            | OR |
| WARNERPACIFIC COLG                     | OR | Ricoh USA                            | OR |
| Beta Omega Alumnae                     | OR | Heartfelt Obstetrics & Gynecology    | OR |
| Oregon Institute of Technology         | OR | Coquille Economic Development        |    |
| SOUTHERN OREGON UNIVERSITY             | OR | Corporation                          | OR |
| EASTERN OREGON UNIVERSITY              | OR | CITY/COUNTY INSURANCE SERVICE        | OR |
| Wilco Farmers                          | OR | COMMUNITY CYCLING CENTER             | OR |
| Harvest Church                         | OR | Shangri La                           | OR |
| Society of American Foresters          | OR | Portland Impact                      | OR |
| Clackamas River Water Providers        | OR | Eagle Fern Camp                      | OR |
| eickhoff dev co inc                    | OR | KLAMATH FAMILY HEAD START            | OR |
| Cornerstone Association Inc            | OR | RIVER CITY DANCERS                   | OR |
| The Klamath Tribe                      | OR | Oregon Permit Technical Association  | OR |
| advocate care                          | OR | KEIZER EAGLES AERIE 3895             | OR |
| Cannon Beach Fire                      | OR | Pgma/Cathie Bourne                   | OR |
| Life Flight Network LLC                | OR | Sunrise Water                        | OR |
| OREGON DEPT OF FISH & WILDLIFE-        |    | Burns Paiute Tribe                   | OR |
| SAUVIE                                 | OR | Oregon Public Broadcasting           | OR |
| COVENANT RETIREMENT                    |    | La Grande Family Practice            | OR |
| COMMUNITIES                            | OR | Linn Benton Lincoln Educational      |    |
| PENTAGON FEDERAL CREDIT UNION          | OR | Services District                    | OR |
| SAIF CORPORATION                       | OR | SHERMAN COUNTY SCHOOL DISTRICT       | OR |
| GREATER HILLSBORO AREA CHAMBER         |    | Ricoh USA                            | OR |
| OF COMMERCE                            | OR | Sphere MD                            | OR |
| USAGENCIES CREDIT UNION                | OR | BIENESTAR, INC.                      | OR |
| PACIFIC CASCADE FEDERAL CREDIT         |    | MEDFORD WATER COMMISSION             | OR |
| UNION                                  | OR | Solutins Yes                         | OR |
| LOCAL GOVERNMENT PERSONNEL             |    | sunrise water authority              | OR |
| INSTITUTE                              | OR | Mountain Valley Therapy              | OR |
| GRANTS PASS MANAGEMENT                 |    | EAsern Oregon Trade and Event        |    |
| SERVICES, DBA                          | OR | Center                               | OR |
| SPIRIT WIRELESS                        | OR | Waste-Pro                            | OR |
| Kartini Clinic                         | OR | QUEEN OF PEACE SCHOOL                | OR |
| Astra                                  | OR | Columbia River Inter-tribal Fish     |    |
| Beit Hallel                            | OR | Commission                           | OR |
| Cvalco                                 | OR | NPKA                                 | OR |
| Elderhealth and Living                 | OR | IBEW280                              | OR |
| OREGON CORRECTIONS ENTERPRISES         | OR | Confederated Tribes of Warm Springs  | OR |
| OREGON STATE HOSPITAL                  | OR | Point West Credit Union              | OR |

## APPENDIX E

|                                              |    |                                                     |    |
|----------------------------------------------|----|-----------------------------------------------------|----|
| Oregon State Credit Union                    | OR | Boardman Rural Fire Protection District             | OR |
| PIONEER TELEPHONE COOPERATIVE                | OR | Tualatin Soil and Water Conservation                |    |
| Halsey-Shedd Fire District                   | OR | District                                            | OR |
| Northwest Power and Conservation Council     | OR | Silverton Fire District                             | OR |
| Oregon Funeral Directors Association         | OR | Lewis and Clark Rural Fire Protection District      | OR |
| Nez Perce Tribe                              | OR | Rainbow Water District                              | OR |
| Obsidian Urgent Care, P.C.                   | OR | Illinois Valley Fire District                       | OR |
| First Presbyterian Church of La Grande       | OR | Clatskanie RFPD                                     | OR |
| CONFLUENCE ENVIRONMENTAL CENTE               | OR | PORT OF TILLAMOOK BAY                               | OR |
| A&I Benefit Plan Administrators, Inc.        | OR | TRI-COUNTY HEALTH CARE SAFETY NET                   |    |
| K Churchill Estates                          | OR | ENTERPRISE                                          | OR |
| CSC HEAD START                               | OR | METROPOLITAN EXPOSITION-RECREATION COMMISSION       | OR |
| NORTHWEST VINTAGE CAR AND MOTORCYCLE         | OR | REGIONAL AUTOMATED INFORMATION NETWORK              | OR |
| crescent grove cemetery                      | OR | OAK LODGE WATER DISTRICT                            | OR |
| IONE HIGH SCHOOL                             | OR | THE PORT OF PORTLAND                                | OR |
| Port of Toledo                               | OR | WILLAMALANE PARK AND RECREATION DISTRICT            | OR |
| Roseburg Police Department                   | OR | TUALATIN VALLEY WATER DISTRICT                      | OR |
| Molalla Rural Fire Protection District       | OR | UNION SOIL & WATER CONSERVATION DISTRICT            | OR |
| MONMOUTH - INDEPENDENCE NETWORK              | OR | LANE EDUCATION SERVICE DISTRICT                     | OR |
| EUGENE WATER & ELECTRIC BOARD                | OR | TUALATIN HILLS PARK AND RECREATION DISTRICT         | OR |
| MALIN COMMUNITY PARK AND RECREATION DISTRICT | OR | PORT OF SIUSLAW                                     | OR |
| TILLAMOOK PEOPLES UTILITY DISTRICT           | OR | CHEHALEM PARK AND RECREATION DISTRICT               | OR |
| GLADSTONE POLICE DEPARTMENT                  | OR | PORT OF ST HELENS                                   | OR |
| GOLD BEACH POLICE DEPARTMENT                 | OR | LANE TRANSIT DISTRICT                               | OR |
| THE NEWPORT PARK AND RECREATION CENTER       | OR | CENTRAL OREGON INTERGOVERNMENTAL COUNCIL            | OR |
| RIVERGROVE WATER DISTRICT                    | OR | HOODLAND FIRE DISTRICT NO.74                        | OR |
| TUALATIN VALLEY FIRE & RESCUE                | OR | MID COLUMBIA COUNCIL OF GOVERNMENTS                 | OR |
| GASTON RURAL FIRE DEPARTMENT                 | OR | WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT | OR |
| CITY COUNTY INSURANCE SERVICES               | OR | SALEM AREA MASS TRANSIT DISTRICT                    | OR |
| SOUTH SUBURBAN SANITARY DISTRICT             | OR | Banks Fire District #13                             | OR |
| SOUTH FORK WATER BOARD                       | OR | KLAMATH COUNTY 9-1-1                                | OR |
| SUNSET EMPIRE PARK AND RECREATION            | OR | GLENDALE RURAL FIRE DISTRICT                        | OR |
| SPRINGFIELD UTILITY BOARD                    | OR |                                                     |    |
| Tillamook Urban Renewal Agency               | OR |                                                     |    |
| Netarts Water District                       | OR |                                                     |    |
| OAK LODGE SANITARY DISTRICT                  | OR |                                                     |    |

## APPENDIX E

|                                                                      |    |                                         |    |
|----------------------------------------------------------------------|----|-----------------------------------------|----|
| COLUMBIA 911 COMMUNICATIONS DISTRICT                                 | OR | CEDAR MILL COMMUNITY LIBRARY            | OR |
| CLACKAMAS RIVER WATER                                                | OR | CITY OF LAKE OSWEGO                     | OR |
| NW POWER POOL                                                        | OR | LEAGUE OF OREGON CITIES                 | OR |
| Lowell Rural Fire Protection District                                | OR | CITY OF SANDY                           | OR |
| TriMet Transit                                                       | OR | CITY OF ASTORIA OREGON                  | OR |
| Estacada Rural Fire District                                         | OR | CITY OF BEAVERTON                       | OR |
| Keizer Fire District                                                 | OR | CITY OF BOARDMAN                        | OR |
| State Accident Insurance Fund Corporation                            | OR | CITY OF CANBY                           | OR |
| Bend Metro Park & Recreation District                                | OR | CITY OF CANYONVILLE                     | OR |
| Port of Hood River                                                   | OR | CITY OF CENTRAL POINT POLICE DEPARTMENT | OR |
| La Pine Park & Recreation District                                   | OR | CITY OF CLATSKANIE                      | OR |
| Brookings- Harbor School District 17c                                | OR | CITY OF CONDON                          | OR |
| Siuslaw Public Library District                                      | OR | CITY OF COOS BAY                        | OR |
| Tri-County Metropolitan Transportation District of Oregon ("TriMet") | OR | CITY OF CORVALLIS                       | OR |
| Columbia River Fire & Rescue                                         | OR | CITY OF CRESWELL                        | OR |
| Fern Ridge Library District                                          | OR | CITY OF ECHO                            | OR |
| Bend Park and Recreation District                                    | OR | CITY OF ESTACADA                        | OR |
| Port of Garibaldi                                                    | OR | CITY OF EUGENE                          | OR |
| Seal Rock Water District                                             | OR | CITY OF FAIRVIEW                        | OR |
| Rockwood Water P.U.D.                                                | OR | CITY OF GEARHART                        | OR |
| Gollux                                                               | OR | CITY OF GOLD HILL                       | OR |
| Tillamook Fire District                                              | OR | CITY OF GRANTS PASS                     | OR |
| Tillamook County Transportation Dist                                 | OR | CITY OF GRESHAM                         | OR |
| Central Lincoln People's Utility District                            | OR | CITY OF HILLSBORO                       | OR |
| Jefferson Park and Recreation                                        | OR | CITY OF HOOD RIVER                      | OR |
| City of Monmouth / Public Works                                      | OR | CITY OF JOHN DAY                        | OR |
| McMinnville Police Department                                        | OR | CITY OF KLAMATH FALLS                   | OR |
| Long Creek School District                                           | OR | CITY OF LA GRANDE                       | OR |
| City of Salem Fire Department                                        | OR | CITY OF MALIN                           | OR |
| City of Sublimity                                                    | OR | CITY OF MCMINNVILLE                     | OR |
| City of Central Point Parks and Recreation                           | OR | CITY OF HALSEY                          | OR |
| Gearhart Fire Department                                             | OR | CITY OF MEDFORD                         | OR |
| Woodburn City Of                                                     | OR | CITY OF MILL CITY                       | OR |
| Brookings Fire / Rescue                                              | OR | CITY OF MILWAUKIE                       | OR |
| City of Veneta                                                       | OR | CITY OF MORO                            | OR |
| CITY OF DAMASCUS                                                     | OR | CITY OF MOSIER                          | OR |
| Hermiston Fire & Emergency Svcs                                      | OR | CITY OF NEWBERG                         | OR |
|                                                                      |    | CITY OF OREGON CITY                     | OR |
|                                                                      |    | CITY OF PILOT ROCK                      | OR |
|                                                                      |    | CITY OF POWERS                          | OR |
|                                                                      |    | RAINIER POLICE DEPARTMENT               | OR |

## APPENDIX E

|                                      |    |                                             |    |
|--------------------------------------|----|---------------------------------------------|----|
| CITY OF REEDSPORT                    | OR | CITY OF LEBANON                             | OR |
| CITY OF RIDDLE                       | OR | CITY OF PORTLAND                            | OR |
| CITY OF SCAPPOOSE                    | OR | CITY OF SALEM                               | OR |
| CITY OF SEASIDE                      | OR | CITY OF SPRINGFIELD                         | OR |
| CITY OF SILVERTON                    | OR | METRO                                       | OR |
| CITY OF STAYTON                      | OR | CITY OF BURNS                               | OR |
| City of Troutdale                    | OR | CITY OF COTTAGE GROVE                       | OR |
| CITY OF TUALATIN, OREGON             | OR | CITY OF DALLAS                              | OR |
| CITY OF WARRENTON                    | OR | CITY OF FALLS CITY                          | OR |
| CITY OF WEST LINN/PARKS              | OR | CITY OF PHOENIX                             | OR |
| CITY OF WOODBURN                     | OR | CITY OF PRAIRIE CITY                        | OR |
| CITY OF TIGARD, OREGON               | OR | CITY OF REDMOND                             | OR |
| CITY OF AUMSVILLE                    | OR | CITY OF SHERWOOD                            | OR |
| CITY OF PORT ORFORD                  | OR | City of junction city                       | OR |
| CITY OF EAGLE POINT                  | OR | City of Florence                            | OR |
| CITY OF WOOD VILLAGE                 | OR | Columbia Gorge Community                    | OR |
| St. Helens, City of                  | OR | City of Dayton                              | OR |
| CITY OF WINSTON                      | OR | City of Carlton                             | OR |
| CITY OF COBURG                       | OR | City of Pendleton Convention Center         | OR |
| CITY OF NORTH PLAINS                 | OR | City of Monmouth                            | OR |
| CITY OF GERVAIS                      | OR | City of Philomath                           | OR |
| CITY OF YACHATS                      | OR | City of Sheridan                            | OR |
| FLORENCE AREA CHAMBER OF<br>COMMERCE | OR | Seaside Public Library                      | OR |
| PORTLAND DEVELOPMENT<br>COMMISSION   | OR | City of Yoncalla                            | OR |
| CITY OF CANNON BEACH OR              | OR | La Grande Police Department                 | OR |
| CITY OF ST. PAUL                     | OR | City of Joseph                              | OR |
| CITY OF ADAIR VILLAGE                | OR | Cove City Hall                              | OR |
| CITY OF WILSONVILLE                  | OR | NW PORTLAND INDIAN HEALTH<br>BOARD          | OR |
| CITY OF HAPPY VALLEY                 | OR | Portland Patrol Services                    | OR |
| CITY OF SHADY COVE                   | OR | City Of Bend                                | OR |
| CITY OF LAKESIDE                     | OR | City Of Coquille                            | OR |
| CITY OF MILLERSBURG                  | OR | City Of Molalla                             | OR |
| CITY OF GATES                        | OR | ROCKWOOD WATER PEOPLE'S UTILITY<br>DISTRICT | OR |
| KEIZER POLICE DEPARTMENT             | OR | City of St. Helens                          | OR |
| CITY OF DUNDEE                       | OR | City of North Powder                        | OR |
| Pendleton Police Department          | OR | City of Eugene                              | OR |
| CITY OF AURORA                       | OR | City of Cornelius, OR                       | OR |
| THE CITY OF NEWPORT                  | OR | Toledo Police Department                    | OR |
| CITY OF ALBANY                       | OR | Springfield Public Library                  | OR |
| CITY OF ASHLAND                      | OR | City of Independence                        | OR |

## APPENDIX E

|                                        |    |                                      |    |
|----------------------------------------|----|--------------------------------------|----|
| City of Cascade Locks                  | OR | Clatsop Care Health District-Clatsop |    |
| City of Columbia City                  | OR | Retirement Village                   | OR |
| City of Baker City                     | OR | Netarts-Oceanside RFPD               | OR |
| McMinnville Water & Light              | OR | UIUC                                 | OR |
| City of Pendleton Parks & Recreation   | OR | Rogue River Fire District            | OR |
| CITY OF HEPPNER                        | OR | Aurora Rural Fire District           | OR |
| CITY OF SWEETHOME                      | OR | Tillamook County Emergency           |    |
| CITY OF THE DALLES                     | OR | Communications District              | OR |
| CLACKAMAS FIRE DIST#1                  | OR | Southern Coos Hospital               | OR |
| DESCHUTES PUBLIC LIBRARY               | OR | Oregon Cascades West Council of      |    |
| STAYTON FIRE DISTRICT                  | OR | Governments                          | OR |
| Lake County Chamber of Commerce        |    | MULTONAH COUNTY DRAINAGE             |    |
| Inc                                    | OR | DISTRICT #1                          | OR |
| City of Talent                         | OR | PORT OF BANDON                       | OR |
| City of Ontario                        | OR | OR INT'L PORT OF COOS BAY            | OR |
| City of Corvallis Parks and Recreation | OR | MID-COLUMBIA CENTER FOR LIVING       | OR |
| North Lincoln Fire & Rescue #1         | OR | DESCHUTES COUNTY RFPD NO.2           | OR |
| Gresham Police Department              | OR | YOUNGS RIVER LEWIS AND CLARK         |    |
| City of Harrisburg                     | OR | WATER DISTRICT                       | OR |
| Gladstone Public Library               | OR | PACIFIC STATES MARINE FISHERIES      |    |
| West Linn Police                       | OR | COMMISSION                           | OR |
| City of Portland Parks Bureau          | OR | CENTRAL OREGON IRRIGATION            |    |
| City of Astoria Parks Dept.            | OR | DISTRICT                             | OR |
| Seaside Fire & Rescue                  | OR | MARION COUNTY FIRE DISTRICT #1       | OR |
| Florence Police Department             | OR | COLUMBIA RIVER PUD                   | OR |
| City Of North Bend                     | OR | SANDY FIRE DISTRICT NO. 72           | OR |
| City of Union                          | OR | BAY AREA HOSPITAL DISTRICT           | OR |
| City of Nehalem                        | OR | NEAH KAH NIE WATER DISTRICT          | OR |
| City of Richland                       | OR | PORT OF UMPQUA                       | OR |
| CITY OF LINCOLN CITY                   | OR | EAST MULTNOMAH SOIL AND WATER        |    |
| City of Donald                         | OR | CONSERVANCY                          | OR |
| City of Milton-Freewater               | OR | Benton Soil & Water Conservation     |    |
| CITY OF MADRAS                         | OR | District                             | OR |
| CITY OF SCIO                           | OR | DESCHUTES PUBLIC LIBRARY SYSTEM      | OR |
| City of Forest Grove                   | OR | CLEAN WATER SERVICES                 | OR |
| City Govrnment                         | OR | North Douglas County Fire & EMS      | OR |
| City of Mt. Angel                      | OR | Crooked River Ranch Rural Fire       |    |
| Albany Police Department               | OR | Protection District                  | OR |
| Umatilla Electric Cooperative          | OR | PARROTT CREEK CHILD & FAM            | OR |
| WATER ENVIRONMENT SERVICES             | OR | South Lane County Fire And Rescue    | OR |
| Polk County Fire District No.1         | OR | Mill City RFPD                       | OR |
|                                        |    | Lake Chinook Fire & Rescue           | OR |

## APPENDIX E

|                                             |    |                                                         |    |
|---------------------------------------------|----|---------------------------------------------------------|----|
| Clackamas County Water Environment Services | OR | OFFICE OF MEDICAL ASSISTANCE PROGRAMS                   | OR |
| Amity Fire District                         | OR | OREGON OFFICE OF ENERGY                                 | OR |
| CENTRAL OREGON COMMUNITY COLLEGE            | OR | OREGON STATE BOARD OF NURSING                           | OR |
| UMPQUA COMMUNITY COLLEGE                    | OR | BOARD OF MEDICAL EXAMINERS                              | OR |
| LANE COMMUNITY COLLEGE                      | OR | OREGON LOTTERY                                          | OR |
| MT. HOOD COMMUNITY COLLEGE                  | OR | OREGON BOARD OF ARCHITECTS                              | OR |
| LINN-BENTON COMMUNITY COLLEGE               | OR | SANTIAM CANYON COMMUNICATION CENTER                     | OR |
| SOUTHWESTERN OREGON COMMUNITY COLLEGE       | OR | OREGON DEPT OF TRANSPORTATION                           | OR |
| PORTLAND COMMUNITY COLLEGE                  | OR | OREGON TRAVEL INFORMATION COUNCIL                       | OR |
| CHEMEKETA COMMUNITY COLLEGE                 | OR | OREGON DEPARTMENT OF EDUCATION                          | OR |
| ROGUE COMMUNITY COLLEGE                     | OR | OREGON DEPT. OF CORRECTIONS                             | OR |
| COLUMBIA GORGE COMMUNITY COLLEGE            | OR | DEPARTMENT OF ADMINISTRATIVE SERVICES                   | OR |
| TILLAMOOK BAY COMMUNITY COLLEGE             | OR | Oregon Board of Massage Therapists                      | OR |
| KLAMATH COMMUNITY COLLEGE DISTRICT          | OR | Oregon Forest Industries Council                        | OR |
| Oregon Coast Community College              | OR | Oregon Tradeswomen                                      | OR |
| Clatsop Community College                   | OR | Oregon Convention Center                                | OR |
| North Portland Bible College                | OR | OREGON SCHL BRDS ASSOCIAT                               | OR |
| OREGON COMMUNITY COLLEGE ASSOCIATION        | OR | Central Oregon Home Health and Hos                      | OR |
| Umpqua Valley Public Defender               | OR | Oregon Health Care Quality Cor                          | OR |
| Teacher Standards and Practices Commission  | OR | OREGON DEPARTMENT OF HUMAN SERVICES                     | OR |
| Salem Keizer School District Purchasing     | OR | Oregon Air National Guard                               | OR |
| Kdrv Channel 12                             | OR | Training & Employment                                   | OR |
| Opta Oregon Permit Technician               | OR | State of Oregon - Department of Administrative Services | OR |
| Oregon Forest Resources Institute           | OR | Aging and People with Disabilities                      | OR |
| Office of the Ong Term Care Ombudsman       | OR | Department of Administrative Services                   | OR |
| Oregon State Lottery                        | OR | Oregon State Treasury                                   | OR |
| OREGON TOURISM COMMISSION                   | OR | Oregon State Fair Council                               | OR |
| OREGON STATE POLICE                         | OR | Oregon DEQ                                              | OR |
| OFFICE OF THE STATE TREASURER               | OR | Procurement Services/DAS                                | OR |
| OREGON DEPT. OF EDUCATION                   | OR | STATE OF OREGON                                         | OR |
| SEIU LOCAL 503, OPEU                        | OR | OREGON JUDICIAL DEPARTMENT                              | OR |
| OREGON DEPARTMENT OF FORESTRY               | OR | Oregon State Board of Architect Examiners               | OR |
| OREGON STATE DEPT OF CORRECTIONS            | OR | Oregon Board of Chiropractic Examiners                  | OR |
|                                             |    | City of Astoria Fire Department                         | OR |



## APPENDIX E

|                                                           |    |
|-----------------------------------------------------------|----|
| Columbia Gorge ESD                                        | OR |
| Nehalem Bay Wastewater                                    | OR |
| Association of Oregon Community<br>Mental Health Programs | OR |
| Klamath County Association of Realtors                    | OR |
| VA                                                        | OR |
| US FISH AND WILDLIFE SERVICE                              | OR |
| Bonneville Power Administration                           | OR |
| Bureau Of Land Management                                 | OR |
| Oregon Army National Guard                                | OR |
| Linn County Sheriff Office                                | OR |
| USDA Forest Service                                       | OR |
| 123d Fighter Squadron                                     | OR |
| Yellowhawk Tribal Health Center                           | OR |
| ANGELL JOB CORPS                                          | OR |
| Coquille Indian Housing Authority                         | OR |
| COLLEGE HOUSING NORTHWEST                                 | OR |
| HOUSING AUTHORITY OF CLACKAMAS<br>COUNTY                  | OR |
| HOUSING AUTHORITY OF PORTLAND                             | OR |
| WEST VALLEY HOUSING AUTHORITY                             | OR |
| HOUSING AUTHORITY AND<br>COMMUNITY SERVICES AGENCY        | OR |
| NORTH BEND CITY- COOS/URRY<br>HOUSING AUTHORITY           | OR |
| MARION COUNTY HOUSING<br>AUTHORITY                        | OR |
| HOUSING AUTHORITY OF THE CITY OF<br>SALEM                 | OR |
| Housing Authority of Yamhill County                       | OR |
| The Housing Authority of the County of<br>Umatilla        | OR |
| homeforward                                               | OR |

## APPENDIX F

**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM**  
**FOR CONTRACTS AND GRANTS**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);

b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of

## APPENDIX F

or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

## APPENDIX G

**COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

## APPENDIX I

**UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

## APPENDIX I

**Federal Grant Terms and Conditions**

1. **Civil Rights Requirements – 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332**
  - a. **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations.
  - b. **Equal Employment Opportunity** – The following equal employment opportunity **requirements** apply to the underlying contract:
    1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal Statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.
    2. **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and other applicable law, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.
    3. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.
  - c. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal Assistance, modified only if necessary to identify the affected parties.

## APPENDIX I

**2. Energy Conservation - 42 U.S.C. 6321 et seq.**

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**3. Davis-Bacon Act****Minimum wages.**

- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project], will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof] due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly] under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a) (1) (ii) of this section] and the Davis-Bacon poster (WH1321] shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - b. The classification is utilized in the area by the construction industry; and
  - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- iii. If the contractor and the laborers and mechanics to be employed in the classification (if known], or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate], a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every

## APPENDIX I

additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- iv. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- v. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
  - a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - b. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**Withholding.** Fairfax County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act], daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages



## APPENDIX I

of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- ii. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency]. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee [e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- a. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(h) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of

## APPENDIX I

Compliance" required by paragraph (a) (3) (ii) (B) of this section.

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- iii. The contractor or subcontractor shall make the records required under paragraph (a) (3) [i] of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**Apprentices and trainees—**

- i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

## APPENDIX I

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered

program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 [a] (1) through [10] and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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**Certification of eligibility.**

- i. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**4. Contract Work Hours and Safety Standards Act.** The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- i. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- ii. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- iii. **Withholding for unpaid wages and liquidated damages.** The County of Fairfax shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- iv. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## APPENDIX I

In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**5. Recycled Products – 42 U.S.C. 6962**

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the County or the CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds.

The CONTRACTOR agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**6. Clean Water Requirements – 33 U.S.C. 1251 et seq.**

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The CONTRACTOR agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to appropriate federal agencies including the appropriate EPA Regional Office.
- ii. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**7. Clean Air – 42 U.S.C. 7401 et seq.**

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.
- ii. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**8. Program Fraud and False or Fraudulent Statements and Related Acts – 31 U.S.C. 3801 et seq.**

- a. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and all appropriate federal agency regulations apply to its actions pertaining to this Project. Upon execution of the underlying contract, the

## APPENDIX I

CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR or to the extent the Federal Government deems appropriate.

- b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- c. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 9. Patent and Rights in Data

**A. Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

- (a) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
  - 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
  - 2. Any rights of copyright purchased by the Purchaser or CONTRACTOR using Federal assistance.

**B. Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that

## APPENDIX I

invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and CONTRACTOR agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the Federal funding agency is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the CONTRACTOR status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the CONTRACTOR agree to take the necessary actions to provide, through the Federal funding agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The CONTRACTOR also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

### **10. Rights to Inventions Made Under a Contract or Agreement.**

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

### **11. Interest of Members of Congress**

No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

### **12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## APPENDIX I

**BYRD ANTI-LOBBYING CERTIFICATION**

31 U.S.C. 1352 et seq.

*(To be submitted with each bid or offer exceeding \$100,000)*

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Printed Name of  
Representative: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

SSN or TIN No: \_\_\_\_\_



# ALACHUA COUNTY BOCC Journal Report

EXHIBIT A

| Department                       | Number/<br>Status     | Journal<br>Type       | Sub Ledger                                         | G/L Date   | Description                           | Source | Reference       | Reclassification<br>Journal Type |
|----------------------------------|-----------------------|-----------------------|----------------------------------------------------|------------|---------------------------------------|--------|-----------------|----------------------------------|
| 5400 - Fire Rescue Services Dept | 2025-00001174<br>Open | BA                    | GL                                                 | 01/28/2025 | BCC - Drone Replacement Grant Program |        |                 |                                  |
|                                  | G/L Date              | G/L Account Number    | Account Description                                |            | Description                           | Source | Increase Amount | Decrease Amount                  |
|                                  | 01/28/2025            | 083.54.5480.334.2000  | State Grants Public Safety                         |            | BCC - Drone Replacement Grant Program |        | 75,000.00       |                                  |
|                                  |                       |                       | Project: 3542508 - Drone Replacement Program 3X120 |            |                                       |        |                 |                                  |
|                                  | 01/28/2025            | 083.54.5480.522.46.00 | Repairs and Maintenance Services                   |            | BCC - Drone Replacement Grant Program |        | 7,864.00        |                                  |
|                                  |                       |                       | Repairs And Maintenance Svcs                       |            |                                       |        |                 |                                  |
|                                  |                       |                       | Project: 3542508 - Drone Replacement Program 3X120 |            |                                       |        |                 |                                  |
|                                  | 01/28/2025            | 083.54.5480.522.52.00 | Operating Supplies Operating                       |            | BCC - Drone Replacement Grant Program |        | 2,952.00        |                                  |
|                                  |                       |                       | Supplies                                           |            |                                       |        |                 |                                  |
|                                  |                       |                       | Project: 3542508 - Drone Replacement Program 3X120 |            |                                       |        |                 |                                  |
|                                  | 01/28/2025            | 083.54.5480.522.64.00 | Machinery & Equip > \$15000                        |            | BCC - Drone Replacement Grant Program |        | 64,184.00       |                                  |
|                                  |                       |                       | Machinery And Equipment                            |            |                                       |        |                 |                                  |
|                                  |                       |                       | Project: 3542508 - Drone Replacement Program 3X120 |            |                                       |        |                 |                                  |
|                                  |                       |                       | Number of Entries: 4                               |            |                                       |        | \$150,000.00    | \$0.00                           |



## Agenda Item Summary

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**File #: 25-00219**

**Agenda Date: 3/25/2025**

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**Agenda Item Name:**

**Purchase Order to Opengov Inc., in the amount of \$79,979.20 for the Office of Management and Budget.**

**Presenter:**

Theodore White, Procurement Manager, 352.374.5202

**Description:**

Purchase Order to Opengov Inc., in the amount of \$79,979.20 for the Purchase, Configuration & Training of Operating & Capital Budget Modules for the Office of Management and Budget.

**Recommended Action:**

Approve the issuance of a purchase order to Opengov Inc., in the amount of \$79,979.20.

**Prior Board Motions:**

N/A

**Fiscal Note:**

Budget is available in account 001.17.1720.513.54.80 (Books, Publications, Subscriptions & Memberships)

**Strategic Guide:**

All Other Mandatory and Discretionary Services

**Background:**

Alachua County Board of County Commissioners will have access to all purchased modules: Operating Budget, Workforce Planning, Budget Book Publication, Capital Budgeting, B&P Integrations, Reporting & Transparency. This also include future year renewals for both the Budget module and Procurement modules to get reduce cost for the total software package.

This purchase is exempt from the County's competitive bidding requirements pursuant to Section 22.3-302 (22) of the Alachua County Procurement Code, Software packages for computers approved by the County's Information and Telecommunications Services Department; however, since the dollar amount of the purchase exceeds the purchasing authority of the Procurement Manager, this is being submitted for Board consideration and approval.



OpenGov Inc.  
660 3rd Street, Suite 100  
San Francisco, CA 94107  
United States

**Order Form Number:** Q-06672  
**Created On:** 03/04/2025  
**Order Form Expiration:** 04/02/2025  
**Subscription Start Date:** 04/01/2025  
**Subscription End Date:** 09/30/2029

**Prepared By:** Zak Aossey  
**Email:** zaossey@opengov.com  
**Contract Term:** 54 Months

#### Customer Information:

**Customer:** County of Alachua, FL  
**Bill To/Ship To:** PO Box 5547  
Gainesville, Florida  
32601  
United States  
**Contact Name:** Theodore "TJ" White  
**Email:** twhite@alachuacounty.us  
**Phone:** +13868042033

#### Order Details:

**Billing Frequency:** Annual Annual  
**Payment Terms:** Net 30 Days

#### SOFTWARE SERVICES:

| Product Name                           | Start Date | End Date   | Annual Fee   |
|----------------------------------------|------------|------------|--------------|
| Budgeting & Planning                   | 04/01/2025 | 09/30/2025 | \$78,727.80  |
| Budgeting & Planning                   | 10/01/2025 | 09/30/2026 | \$161,391.98 |
| OpenGov Core Procurement and Contracts | 10/01/2025 | 09/30/2026 | \$44,406.96  |
| Budgeting & Planning                   | 10/01/2026 | 09/30/2027 | \$165,426.79 |
| OpenGov Core Procurement and Contracts | 10/01/2026 | 09/30/2027 | \$45,517.14  |
| Budgeting & Planning                   | 10/01/2027 | 09/30/2028 | \$169,562.45 |
| OpenGov Core Procurement and Contracts | 10/01/2027 | 09/30/2028 | \$46,655.06  |

|                                        |            |            |              |
|----------------------------------------|------------|------------|--------------|
| Budgeting & Planning                   | 10/01/2028 | 09/30/2029 | \$173,801.52 |
| OpenGov Core Procurement and Contracts | 10/01/2028 | 09/30/2029 | \$47,821.45  |

PROFESSIONAL SERVICES:

| Product Name                                 | Description                                                                                         | Fee         |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------|-------------|
| Professional Services Deployment - Fixed Fee | Custom Deployment from OpenGov Professional Services team. Scope-dependent. Billed upon completion. | \$79,979.20 |

**Professional Services Total:** \$79,979.20

**Customer Billing/Service Periods:**

|                |            |              |
|----------------|------------|--------------|
| <b>Period:</b> | 04/01/2025 | \$158,707.00 |
| <b>Period:</b> | 10/01/2025 | \$205,798.94 |
| <b>Period:</b> | 10/01/2026 | \$210,943.93 |
| <b>Period:</b> | 10/01/2027 | \$216,217.51 |
| <b>Period:</b> | 10/01/2028 | \$221,622.97 |

**Order Form Legal Terms:**

This Order Form incorporates the *OpenGov Software Services Agreement ("SSA")* between Customer and OpenGov dated 9/29/2021.

The "Agreement" consists of the Order Form(s), *SSA*, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. OpenGov Professional Services in the Professional Subscription Table above are billed upon completion of the project as detailed in the Statement of Work.

By signing this Order Form, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

**Customer:**

**OpenGov, Inc.**

Signature:

Signature:

Name:

Name:

Title:

Title:

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

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



# Statement of Work

County of Alachua, FL

Creation Date: 3/5/2025  
SoW Expiration Date: 5/27/2025  
Document Number: PS-08029.2  
Created by: Sidney Barnes

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# OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for County of Alachua, FL ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

## 1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in ["Exhibit 1"](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the ["OpenGov Responsibilities"](#) section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

## 2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

## 3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

## 4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. The customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.



## 5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

## 6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

## 7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

## 7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

## 7.3. Escalation Process

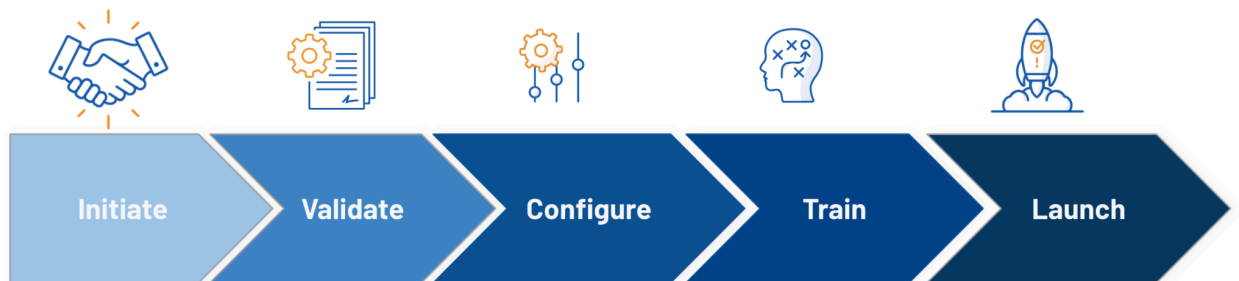
7.3.1. Identification of an issue impeding deployment progress or outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. The resolution will be documented and signed off.

# 8. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

## 8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.

8.1.2. OpenGov will provide system administrators creation.

8.1.3. This activity is complete when the customer has access to their site.

8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

## 8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.

8.2.2. OpenGov will confirm the Data Validation strategy.

8.2.3. This activity is complete when the Solution Blueprint is presented to the customer.

8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

## 8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.

8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.

8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

## 8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.

8.4.2. OpenGov will provide Administrator training.

8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).

8.4.4. Customer will sign-off that training has been completed.

## 8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.

8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

# 9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by the customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

## 10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

## 11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.

11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and

respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

## 12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

## 13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

| Phase                                                                                                                                                                                                                            | Deliverable                          | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Initiate                                                                                                                                                                                                                         | Project Preparation and Kick Off     |         |         |         |         |         |         |         |         |
|                                                                                                                                                                                                                                  | Requirements Matrix                  |         |         |         |         |         |         |         |         |
| Validate                                                                                                                                                                                                                         | Chart of Accounts                    |         |         |         |         |         |         |         |         |
|                                                                                                                                                                                                                                  | Online Budget Book                   |         |         |         |         |         |         |         |         |
| Configure                                                                                                                                                                                                                        | Operating Budget                     |         |         |         |         |         |         |         |         |
|                                                                                                                                                                                                                                  | Capital Budget                       |         |         |         |         |         |         |         |         |
|                                                                                                                                                                                                                                  | Workforce Planning                   |         |         |         |         |         |         |         |         |
|                                                                                                                                                                                                                                  | Financial Integration                |         |         |         |         |         |         |         |         |
| Train                                                                                                                                                                                                                            | Administrator Training               |         |         |         |         |         |         |         |         |
|                                                                                                                                                                                                                                  | End User Training                    |         |         |         |         |         |         |         |         |
| Launch                                                                                                                                                                                                                           | Go Live, HyperAdopt, Project Closure |         |         |         |         |         |         |         |         |
| Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase. |                                      |         |         |         |         |         |         |         |         |

## 14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion.

14.2.2. Sign off process.

14.2.3. Cost of change and/or invoice timing.

14.2.4. Amending the SOW to correct an error.

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.

14.2.6. Change in type of OpenGov resources to support the SOW.

14.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off.

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

# Exhibit 1: Implementation Activities

## Budgeting & Planning

Use Cases Build for Budgeting & Planning:

- Operating Budget
- Workforce Planning
- Budget Book Publication
- Capital Budgeting
- B&P Integrations
- Reporting & Transparency

## Initiate

### Provisioning Budget & Planning

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

## Validate

### Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
  - o Review deliverables
  - o Review technical requirements
  - o Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

# **Configure**

## **Chart of Accounts (COA)**

OpenGov will:

- Build Customer's COA in OpenGov in accordance with OpenGov technical requirements.
- Review configured COA and uploaded data and provide training to Customer on how to:
  - Manage new codes
  - Edit COA
  - Create Masks

Customer will:

- Provide current COA and transactional data.
- Validate and provide sign off on COA.
- Maintain the COA following configuration.

Completion Criteria

- Customer sign-off that the Chart of Accounts has been configured.

## **Operating Budget**

OpenGov will:

- Configure one (1) Budget instance.
- Configure budget proposal based on a Segment of the Chart of Accounts.
- Train and assist on the modification of the configuration.
- Configure and upload Customer's base budget files into OpenGov budget instances.
- Configure OpenGov Budget Proposals and Worksheets for up to one hundred (100) Departments in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
  - Create new Proposals and Worksheets
  - Manage Budgets

Customer will:

- Provide a current budget.
- Validate Budget Proposals and Worksheets.
- Signoff on Budget Proposals and Worksheets.

Completion Criteria

- Customer sign-off that Operating Budget proposals and worksheets have been configured.

## **Capital Budget**

OpenGov will:

- Configure one (1) Budget instance.
- Configure and upload Customer's base budget files into OpenGov budget instances.
- Configure proposals and worksheets for up to fifty (50) Capital Projects in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
  - Create new Proposals and Worksheets
  - Manage Budgets

Customer will:

- Provide a current budget.
- Validate and provide signoff on Budget Proposals.



#### Completion Criteria

- Customer sign-off that Capital Budget proposals and worksheets have been configured.

### Workforce

#### OpenGov will:

- Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.
- Review configured OpenGov Workforce Plan and provide training to Customer on how to:
  - o Create Cost Elements
  - o Populate and upload the Position Template

#### Customer will:

- Provide Position calculations and tables.
- Populate the Position Template and upload the completed template into OpenGov.
- Validate and provide signoff on the Workforce Plan calculations.
- Maintain the Workforce Plan and data once configured.

#### Completion Criteria

- Customer sign-off that the Workforce Plan has been configured.

### Reporting

#### OpenGov will:

- Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s).
- Configure up three (3) standard reports using the customer's integrated financial data:
  - o Annual
  - o Budget to Actuals
  - o Transactions
- Configure up to four (4) Operating Budget Reports using OpenGov budget data:
  - o Milestones
  - o Development
  - o Fund Balance Projections
  - o Categories\*
- Configure up to two (2) Capital Budget Reports using OpenGov budget data:
  - o Development
  - o Effect on Operating
- Review configured OpenGov Reports and provide training Customer on how to:
  - o Export Budget Data for use in OpenGov Reports.
  - o Create new Reports
  - o Manage Reports
  - o Share Reports

\*Budget Categories report is only available to customers using a zero-based budget.

#### Customer will:

- Validate and provide sign-off of Reports.

- Maintain the Reports once configured.
- Map OpenGov Budget export to Customer ERP import format.

#### Completion Criteria

- Customer sign-off that Reports have been configured.

## Dashboards

#### OpenGov will:

- Configure dashboards based on one (1) segment or roll up in the Chart of Accounts based on the customer provided template.
- Produce the reporting views and dashboard based on the Customer's configuration.
- Provide Excel Template for the Customer to complete for the configuration of dashboards.

#### Customer will:

- Provide a completed template for OpenGov to use for the Dashboards.

#### Completion Criteria

- Customer sign-off that Dashboards have been configured.

## Budget Book Publication

#### OpenGov will:

- Based on best practices, build out the look and feel of six (6) Standard OBB Templates:
  - Home Page
  - Generic (multi-use)
  - Operating
  - Department
  - Capital
  - Capital Project
- Create an Annual Budget Report and FTE Report using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells.
- Create Department and Project OBB Story Shells from OBB Templates for up to fifty (50) Departments and up to fifty (50) Projects and add OpenGov Report Views to Department and Project Story Shells.
- Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration.

#### Customer will:

- Provide logo and branding colors to OpenGov.
- Provide complete OBB content to allow OpenGov to copy and paste into the OBB.
- Sign off on OBB Templates prior to OBB Story Page Configuration.
- Validate and sign off on OBB pages.
- Make any continuing edits to the content after OpenGov has added the content to the appropriate story.

#### Completion Criteria

- Customer sign-off that the Budget Book Publication templates are configured.

## Community Feedback Topic

#### OpenGov will:

- Configure one (1) standard budget topic in Community Feedback.

- Review configured OpenGov Topic and provide training to Customer on how to:
  - Create new topics
  - Manage topics
  - Set Topics to Public and Closed.

Customer will:

- Provide logo and branding guidelines.
- Validate and provide signoff on the standard budget topic.
- Update the standard budget topic with Customer relevant information.

Completion Criteria

- Customer sign-off that Community Feedback has been configured.

## Financial Integration

OpenGov will:

- Installation of Agent and Database View Deployment or Set up a SFTP and Sample File Format.
- Integrate the following functionalities:
  - General Ledger Actuals and Budget (Revenue and Expenses)
  - Project Ledger
- Extract, transform (when required) and load the data.
- Build Validation Reports for Budget and Actuals.
- Validate the historical data and current year data based on the Customer provided summary report.
- Schedule the current year data load.
- Monitor the data load.

OpenGov assumptions:

- Integration is unidirectional from the Customer's Tyler New World into OpenGov.
- The data will be linked to the Customer's COA.

Customer will:

- Provide an IT resource to assist the project team in the initial set-up.
- Provide assistance to understand source system specific customizations and configurations when building the data extract.
- If OpenGov is unable to access the data per requirements, provide .csv data files via OpenGov SFTP Location.
- Any charges for the data from the ERP system will be the customer's responsibility.
- Broker OpenGov's access to Customer's source accounting data if hosted by any third vendor.
- Provide the requirements associated with the Project Ledger for integration with the New World Logos
- Help in addressing the gaps related to Project Ledger Requirements with New World Logos team.
- Provide a summary export data to validate against.
- Validate and provide sign off on the integrated data and reports.
- Changes to the underlying data after project closure will be the responsibility of the customer to update.

- Maintenance of the integration file on an ongoing basis is the responsibility of the customer.

Completion Criteria

- Customer sign-off that the Integration has been configured.

## **Train**

### Budgeting & Planning Working Sessions

OpenGov will:

- Per the agreed upon Project Plan, schedule working sessions with Customer's system administrators to:
  - Review configurations;
  - Provide training on system functionality;
  - Gain feedback; and
  - Answer questions regarding configured system functionality.

Customer will:

- Per the agreed upon Project Plan, attend working sessions to:
  - Understand configurations;
  - Gain training on system functionality;
  - Give feedback; and
  - Ask questions regarding configured system functionality

Completion Criteria

- Budgeting & Planning Working Sessions have been conducted.

### Reporting & Transparency Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
  - Maintain the Chart of Accounts
  - Upload and manage data for reporting
  - Create and share Reports, Dashboards, Stories, and Topics.

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Reporting & Transparency Administrator Training has been conducted.

### Budget and Workforce Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
  - Create and manage Budgets
  - Prepare to set up Next Year's Budget

- Create and manage Workforce Plans including Cost Elements and Position Upload Templates
- Export Budget Data for use in OpenGov Reports.

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Budget & Workforce Training has been conducted.

## Publication Training

OpenGov will:

- Provide one (1) 60- Minute System Training designed for OBB Administrators on how to:
  - Use and copy OBB Templates
  - Add Reports Views to Stories
  - Add Customer content including: narrative, images, and external data to Stories
  - Publish Stories
  - Update and maintain Stories

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Publication Training has been conducted.

## End-User Training

OpenGov will:

- Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to:
  - Navigate Opengov Budgets and Reports
  - How to enter Budget data
  - How to run and use reports

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- End User Training has been conducted.

## **Launch**

### HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of working sessions to answer any questions following solution acceptance.

Customer will:

- Identify issues and attend sessions.

Completion Criteria

- Customer sign-off that the project has been completed.



## Exhibit 2: Technical Requirements

### Budgeting & Planning Technical Requirements

#### Chart of Accounts

- Flat file
- .csv, .xls, .xlsx with headers
- Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.

#### Financial Data Files (Transactional Export)

- Flat file
- .csv, .xls, .xlsx with headers
- 3-5 Years of Data

#### Financial Data Files (Summary Revenue and Expense Export)

- PDF export

#### Current Budget

- Flat file
- .csv, .xls, .xlsx with headers
- Operating Budget

#### Personnel Calculations and Tables

- PDF, Word, csv, .xls, .xlsx with headers

#### Logo Image

- .jpg or .png format
- Transparent

#### Branding Guidelines

- Hex codes



## Agenda Item Summary

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**File #: 25-00226**

**Agenda Date: 3/25/2025**

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**Agenda Item Name:**

**Award and Agreement with Gray Construction Services, Inc. (14470), for Bid 25-522-LC Transformation of County Facility to Permanent Supportive Housing (Budget Inn), for Facilities Management.**

**Presenter:**

Travis Parker, Facilities Management Director, 352.374.5289  
Theodore White, Procurement Manager, 352.374.5202

**Description:**

Award and Agreement with Gray Construction Services, Inc. (14470), for Bid 25-522-LC Transformation of County Facility to Permanent Supportive Housing (Budget Inn), for a total fiscal impact of \$4,089,435.00 (\$4,117,035.00 base bid , Deducting ALT 1 Electrical Panels - \$33,600.00, Adding ALT 3 Architecturally Matched Solar Site Lighting + \$6,000.00), for Facilities Management.

**Recommended Action:**

Approve the Award and authorize the Chair to execute Agreement with Gray Construction Services, Inc. (14470), for Bid 25-522-LC Transformation of County Facility to Permanent Supportive Housing (Budget Inn), for a total fiscal impact of \$4,089,435.00.

**Prior Board Motions:**

N/A

**Fiscal Note:**

Facilities Management has \$3,693,543.00 budgeted in account 202.29.2963.554.34.00 Other Contractual Services, Project 9212901. Funds are available through the Federally-Funded Community Development Block Grant (CDBG) CARES (22CV-S25) Subgrant Agreement from the office of Department of Commerce (FloridaCommerce).

Recognize \$400,000 in unanticipated revenue from the State of Florida. If funding is not received from the State, funding from Funds 203 CDBG Neighborhood Stabilization and 207 CDBG FY11 Neighborhood Stabilization could be used for this purpose.

**Strategic Guide:**

Housing

**Background:**

Alachua County has been awarded funds from the Federally-Funded Community Development Block



Grant (CDBG) CARES (22CV-S25) Subgrant Agreement from the office of Department of Commerce (FloridaCommerce), to fund this project.

This project involves the transformation of an existing motel into permanent supportive housing, converting the current layout into modern single-unit apartments. Located at 4401 SW 13th St, Gainesville, FL, the property will be repurposed to provide long-term supportive housing, adhering to current residential and accessibility standards. The scope includes the renovation of eight (8) buildings, including the incorporation of ADA-compliant units, as well as the addition of a new modular building to serve as the community center, replacing the existing structure.

Bid 25-522-LC Transformation of County Facility to Permanent Supportive Housing (Budget Inn), was released December 11, 2024. The deadline for receipt of Bid 25-522-LC Transformation of County Facility to Permanent Supportive Housing (Budget Inn), was February 5, 2025; three (3) vendors responded.

The project details can be found here:

<https://procurement.opengov.com/portal/alachuacounty/projects/126953>



**ALACHUA COUNTY  
GENERAL CONSTRUCTION AGREEMENT FOR BID NO. 25-522**

**AGREEMENT NO. 14470  
RENOVATIONS FOR THE PROPERTY FORMERLY KNOWN AS BUDGET INN**

**with  
GRAY CONSTRUCTION SERVICES, INC.**

## GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between Gray Construction Services, Inc., a Florida for-profit corporation, whose principal address is 222 West Wade Street, Trenton, Florida 32693 (hereinafter referred to as "Contractor"), and Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "County"). Collectively, the County and Contractor are hereinafter referred to as the "Parties."

### WITNESSETH:

**WHEREAS**, the County purchased the property formerly known as the Budget Inn Motel, located at 4401 SW 13th Street, Gainesville, Alachua County, Florida 32608, with the intent to renovate and convert the property to single-room occupancy units to be used for housing; and

**WHEREAS**, the County issued Bid #25-522 seeking the bids from contractors to furnish all labor, materials, equipment and apparatus for the renovations for the property formerly known as Budget Inn; and

**WHEREAS**, after evaluating and considering all timely responses to Bid #25-522, the County identified the Contractor as the top ranked firm; and

**WHEREAS**, the County desires to contract with the Contractor to furnish the materials and provide the services described in Bid #25-522 and the Contractor desires to furnish such materials and provide such services to the County in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the County received a grant under the federally-funded Community Development Block Grant - Coronavirus/CARES (CDBG-CV) (the "Grant"), as amended and administered by the State of Florida, Department of Economic Opportunity now known as the Department of Commerce (the "Division") and entered into a Subgrant Agreement with the State for the Budget Inn Homeless Redevelopment Project, a copy of which is attached hereto as **Exhibit 12** (hereinafter, the "Subgrant Agreement & Modifications") and incorporated by reference into this Agreement and the Contractor represents, warrants and agrees to comply with all requirements of the Subgrant Agreement & Modifications; and

**WHEREAS**, the Contractor agrees to be bound by the terms of the Subgrant Agreement & modifications, all applicable state and federal laws and regulations, and shall hold the Division and the County harmless against all claims of whatever nature arising out of the Contractor's performance of the Work, to the extent allowed and required by law; and

**WHEREAS**, the purpose of the Grant is to transform an existing motel into permanent supportive housing, converting the current layout into modern single-unit apartments located at 4401 SW 13th St, Gainesville, FL; and

**WHEREAS**, the County intends to use the funding available under the Grant to renovate and convert the property formerly known as Budget Inn to single-room occupancy units to be used for housing as more particularly described in this Agreement and the Grant; and

**WHEREAS**, the Parties acknowledge and agree that the Grant constitutes the majority of the source of funding for the scope of work to be performed under this Agreement; and

**WHEREAS**, the Grant requires that all construction work **must achieve Final Completion by no**

**later than September 30, 2025; and**

**WHEREAS**, the Contractor warrants and represents that it shall achieve Final Completion of all Work under this Contract by no later than September 30, 2025, and the Contractor further represents and warrants that it assumes and accepts ALL RISKS associated with its ability to achieve Final Completion by September 30, 2025, including but not limited to foreseeable and unforeseeable events regardless of whether they are within or outside of the control of one or more of the Parties; and

**WHEREAS**, in the event the Contractor does not achieve Final Completion of the Work by September 30, 2025, the County will be damaged in that it will not be eligible to receive funding under the Grant and, in turn, the Contractor shall not be entitled to receive any payment whatsoever for performing the Work.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**1. THE WORK:**

- 1.1. Provided that the County issues the Notice to Proceed (NTP) to the Contractor in accordance with Invitation to Bid 25-522 (ITB), the Contractor shall furnish all labor, material, equipment, apparatus and perform all work covered by the General Terms and Conditions, attached hereto and incorporated by reference as **Exhibit 1**, the Scope of Work, attached hereto and incorporated by reference as **Exhibit 2**, and the Plans, *Alachua County Budget Inn Conversion; Renovations to Convert Motel to Permanent Residential Apartment Units; 4401 SW 13<sup>th</sup> St., Gainesville, FL 32608; AC Project #13221*, 100% Construction Drawings dated 8/15/2024, for *Invitation to Bid No. 25-522*, , “#14470 - Budget Inn Renovations” hereby incorporated by reference and made part of this Agreement as if fully set forth herein (collectively the documents referenced and attached as Exhibits 1, 2, and the Plans: *Alachua County Budget Inn Conversion; Renovations to Convert Motel to Permanent Residential Apartment Units; 4401 SW 13<sup>th</sup> St., Gainesville, FL 32608; AC Project #13221*, 100% Construction Drawings dated 8/15/2024, are hereinafter referred to as the “Contract Documents”); and all incidental and necessary work and services thereto (collectively, the “Work”), by the dates specified in Section 2, below. Contractor shall complete the Work by the date specified in the Notice to Proceed (NTP), which shall be issued by the County after the Effective Date of this Agreement. The form of the NTP is attached hereto as **Exhibit 4**.
- 1.2. The Parties agree and acknowledge that this Project is subject to funding award by the State and under a grant, pursuant to a separate Grant Agreement administered by the State of Florida, Department of Economic Opportunity now known as the Department of Commerce, including its attachments, conditions, and referenced appendixes and including, if applicable, any future amendments, extensions, modifications or supplement (collectively the "Grant Agreement"). A copy of the current Grant Agreement is attached hereto as **Exhibit 12** and is incorporated herein. The Contractor, and any sub-contractor utilized in providing Work under this Agreement, agrees to be bound by the terms of this Agreement and the conditions and terms of the Grant Agreement, as applicable. Therefore, the Contractor shall, as needed, work with the County in the timely submission of any and all Project-related Construction Documents, Program Conditions, Work Plans, Deliverables, Special Conditions and other reports required by the Grant Agreement and the State of Florida or any other department or entity administering the Grant.
- 1.3. BID No. 25-522 requested the Contractor to provide bid pricing for Base Bid and Alternates 1, 2, and 3. This Agreement awards the scope of work included in the Base Bid and Alternates 1 and 3 only. Alternate 2 is not included within the scope of work for this Agreement.

## **2. TERM OF AGREEMENT:**

- 2.1. The recitals set forth above are true and correct and are hereby incorporated into this Agreement.
- 2.2. **TIME IS OF THE ESSENCE.** Due to the requirements established by the Grant Agreement, the Substantial Completion deadline for the Work is 108 days from the issuance of the NTP. **All inspections, acceptance testing, and corrective actions must be completed by the Final Completion deadline of September 30, 2025.**
- 2.3. The initial term of this Agreement will be from the date of execution of this Contract by both Parties until the Work is completed as required by the Notice to Proceed (NTP) (**Exhibit 4**), unless amended or terminated as provided herein.

## **3. CLOSEOUT:**

The Contractor's obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met, and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit 5**.

## **4. COMPENSATION AND PAYMENT:**

- 4.1. For completion of all Work in accordance with this Agreement, Contractor shall be paid the sum of Four Million, Eighty-Nine Thousand, Four Hundred Thirty-Five Dollars and Zero Cents (\$4,089,435.00) (the "Contract Amount"), allocated as set forth in **Exhibit 3**, for the Base Bid and Alternates 1 and 3, only.
- 4.2. The Contractor agrees that if Final Completion is not achieved by September 30, 2025, the County's damages shall include, but not be limited to, the total or partial loss of grant funding under the Grant Agreement. Contractor acknowledges that said grant funding is the primary source of funding for the County to pay the Contract Amount. Therefore, if Contractor does not achieve Final Completion by September 30, 2025, Contractor shall repay to the County any and all progress payments made by the County to the Contractor and Contractor shall not be entitled to any further payments from the County whatsoever.
- 4.3. As a condition precedent for any payment, Contractor shall submit a monthly invoice to the County requesting payment for Work completed. Contractor's invoice shall describe with reasonable particularity the Work completed, the date thereof, the time expended if such Work were rendered pursuant to a fee and the person(s) rendering such Work. Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of a representative of the Contractor, which signature shall constitute Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Contractor that payment of any portion thereof should be withheld.
- 4.4. Contractor shall submit invoices to the County at the following address:

Alachua County Facilities Management Director  
915 SE 5<sup>th</sup> Street  
Gainesville, FL 32601  
[jdmoores@alachuacounty.us](mailto:jdmoores@alachuacounty.us)

- 4.5. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”), and the County shall remit all payments to:

Gray Construction Services, Inc.  
222 West Wade Street  
Trenton, Florida 32693  
[cjharris@gray-construction.com](mailto:cjharris@gray-construction.com)

5. **GRANT REQUIREMENTS AND ADDITIONAL CLAUSES:** As referenced in paragraph 1.2 above, this Project is funded by way of the Grant Agreement. Additionally, the Contractor shall comply with the requirements of the SC-66 CDBG Supplemental Conditions for Construction Contracts attached hereto and incorporated as **Exhibit 13**. In the event of a conflict in the requirements of **Exhibit 13** or the terms of this Agreement, the requirements of **Exhibit 13** shall prevail.

6. **DAVIS BACON WAGE RATE:**

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in Wage Rate Decision Number FL20250194, as modified up through ten days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the USDOL website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer’s office when needed. For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the USDOL website. Questions regarding wage rates and the applicability of wage tables should be submitted to the County Engineer or his representative. FL20250194 is hereby incorporated in this Agreement as **Exhibit 11**.

7. **PROGRESS PAYMENTS AND RETAINAGE:**

- 7.1. That it is agreed by both Parties hereto that progress payments and final payment for Work performed will be made in accordance with the provisions of the Contract Documents.
- 7.2. It is agreed that five percent (5%) of the amount earned through each progress payment shall be withheld by the County. The retainage shall be paid to Contractor pursuant to Section 7.3.
- 7.3. Within thirty (30) days of Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, Contractor and County will develop a list (the “List”) of items required to achieve final completion of the Work. The List shall include the estimated cost of completion of each item on the List. Contractor will provide a first draft of the List within five (5) days of notice of Substantial Completion. The County will notify Contractor of acceptance or of any changes requested within ten (10) days of receipt of the draft List. The County shall deliver the final List to the Contractor no later than five (5) days after it has been developed as set forth above. The failure to include on the List any corrective work or pending items not yet completed does not alter, waive or release Contractor of its responsibility to complete such corrective work, pending items, or any other Work pursuant to the Agreement. Within twenty (20) business days after the list is created, the County shall pay the Contractor the remaining contract balance that includes all retainage previously withheld by the County less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list. Upon completion of all items on the List, Contractor may apply for Final Payment for all remaining retainage withheld by the County. If a good faith dispute exists as to whether one or more items identified on the List have been completed pursuant to this Agreement, the County may continue to withhold an amount equal to one hundred and fifty percent (150%) of the total cost to complete such items until Contractor has rendered complete, satisfactory and acceptable to the County such items. All items that require correction under the Agreement and that are identified after the



preparation and delivery of the List remain the obligation of Contractor. This section is intended to comply with the provisions of Section 218.735, Florida Statutes; in the event of any conflict, Florida law will prevail over this section.

- 7.4. The County shall not be obligated to make payment to Contractor for amounts that are the subject of a good faith dispute, or a claim brought pursuant to §255.05, Florida Statutes.

**8. ASBESTOS FREE MATERIALS:**

- 8.1. All Work under this Agreement will be performed with asbestos free materials. A written, notarized statement on company overhead is to be submitted with the executed Agreement certifying this fact. All payments shall be withheld until such statement is submitted.
- 8.2. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Agreement, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

**9. LIQUIDATED DAMAGES:**

It is agreed by both Parties that TIME IS OF THE ESSENCE for the completion of the Work. The Contract Time shall begin with the date provided in the NTP to Contractor by the County. Contract Time for Substantial Completion is 108 Working Days, as defined in Exhibit 1: General Terms and Conditions, from the begin date listed in the NTP. Contract Time for Final Completion is 30 working days from the date the County delivers the final List to the Contractor as provided in section 7.3, above, unless extended in accordance with §218.735(7)(c), Florida Statutes.

**10. RELEASE OF CLAIMS:**

It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, Contractor shall furnish to the County Contractor's Final Payment Affidavit in the form provided in **Exhibit 9**, attached hereto. Contractor shall also provide a Waiver of Right Against Payment Bond from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in **Exhibit 10**, attached hereto, or on a form acceptable to the County.

**11. GOVERNING ORDER OF DOCUMENTS:**

In cases of discrepancy, the governing order of the documents is as follows:

- 11.1. Amendments and Change Orders;
- 11.2. This Agreement;
- 11.3. The Grant Agreement (**Exhibit 12**);
- 11.4. General Terms and Conditions from Bid No. 25-522 (**Exhibit 1**);
- 11.5. Scope of Service/Technical Specifications from Bid No. 25-522 (**Exhibit 2**);
- 11.6. *Alachua County Budget Inn Conversion; Renovations to Convert Motel to Permanent Residential Apartment Units; 4401 SW 13<sup>th</sup> St., Gainesville, FL 32608; AC Project #13221, 100% Construction Drawings dated 8/15/2024, for Invitation to Bid No. 25-522 ;*
- 11.7. Notice to Proceed;
- 11.8. Vendor's Bid Submittal

**12. INDEMNIFICATION:**

- 12.1. To the maximum extent permitted by Florida law, but subject to the monetary limitation that the extent of the Contractor's indemnification obligation shall not exceed One Million Dollars and Zero Cents (\$1,000,000.00) or the Contract Amount (whichever is larger), the Contractor agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent

caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

- 12.2. The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 12.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 12.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 12.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

### **13. PUBLIC RECORDS:**

- 13.1. In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:
  - 13.1.1. Keep and maintain public records required by the County to perform the Work.
  - 13.1.2. 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 Florida law or as otherwise provided by law.
  - 13.1.3. 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 term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
  - 13.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Work. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, 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 County's information technology systems.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**



- 13.2. If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.
- 13.3. Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Work. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

#### **14. AUDITING RIGHTS AND INFORMATION:**

- 14.1. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of ten (10) years from the date of termination of this Agreement or the date the Work is completed, whichever is later or such longer period of time as may be required by law. Contractor shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. County, and any duly authorized agents or representatives of County, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by County. Further, County, and any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all of Contractor's and any subcontractor's Project records and documentation as often as they deem necessary and Contractor shall cooperate in any audit, inspection, or copying of the documents. Employees' personal information is excluded, if exempt under Ch. 119, F.S. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.
- 14.2. If at any time, County conducts such an audit of Contractor's records and documentation and finds that Contractor overcharged County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Contractor with regard to the Project or under any other agreement between Contractor and County. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts to County within seven (7) business days of its receipt of County's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

#### **15. INSURANCE:**

Throughout the term of this Project, Contractor shall provide and maintain insurance of the types and in the amounts set forth in **Exhibit 8**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 8-A**.

#### **16. PERMITS:**

Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required that may in any way affect the Work outlined in this Agreement. If Contractor is not familiar with state and local laws, ordinances, code rules and regulations, Contractor remains liable for any violation and all subsequent damages or fines.

## **17. BONDS:**

- 17.1. At least ten (10) days PRIOR to furnishing any labor, services or material in connection with the Project, Contractor shall provide the County with Payment and Performance Bonds, in the amount of one hundred percent (100%) of the Contract Amount, in the form attached hereto as **Exhibits 6 & 7**, the costs of which are to be paid by Contractor. It is mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and the required surety bond for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the County.
- 17.2. In accordance with the requirements of §255.05(1)(a), Florida Statutes, Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, within five (5) days of furnishing the Performance and Payment Bonds to the County. Contractor shall deliver a certified copy of the recorded Performance and Payment Bond to the County as evidence of recording said Bonds, within five (5) days of recording. The delivery of such evidence is a condition precedent to the County's obligation to make any payments to Contractor.

## **18. SEVERABILITY AND AMBIGUITY:**

It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

## **19. AMENDMENT:**

This Agreement may be amended by mutual written agreement that is executed by both of the Parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, Scope of Work, time of completion, and other material terms and conditions, may be changed only by such written and executed amendment.

## **20. INDEPENDENT CONTRACTOR:**

In the performance of this Agreement, Contractor will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the County. Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.

## **21. OPTIONAL PARTICIPATION OF CONSULTANT:**

The County is free to elect to have an authorized agent or a consultant on the Project site to respond to requests for information made by Contractors, and to approve any payment requests. If the County does not elect to have a Consultant on the job site, any provisions incorporated in this Agreement referring to

the Consultant shall be disregarded, and any requests for information and approvals of payment requests shall be made by the County's Facilities Management Manager or their designee.

**22. CHOICE OF LAW:**

The laws of the State of Florida shall govern this Agreement, and the duties and obligations stated within this Agreement. The sole and exclusive venue for any action under this Agreement shall be Alachua County, Florida.

**23. LAWS AND REGULATIONS:**

Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to Work required by this Agreement. Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work outlined in this Agreement. If Contractor is not familiar with state and local laws, ordinances, code rules and regulations, Contractor remains liable for any violation and all subsequent damages or fines.

**24. COMPLETE AGREEMENT:**

This Agreement contains the sole and entire Agreement between the County and Contractor and supersedes any other written or oral Agreements between them not incorporated herein.

**25. NON-WAIVER:**

The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.

**26. SUCCESSORS AND ASSIGNS:**

Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

**27. NO THIRD-PARTY BENEFICIARIES:**

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

**28. COUNTERPARTS:**

This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**29. WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS:**

29.1. Contractor's obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by a County employee, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

29.2. The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against the County, other than those previously made in writing and still unsettled.

**30. TERMINATION FOR DEFAULT:**

- 30.1. Contractor shall be considered in material default of this Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Article, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by County or Design Professional or as provided for in the approved Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Agreement; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of this Agreement.
- 30.2. If County determines that Contractor is in default under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders that County may designate, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose. If default is solely a result of Contractor's failure to construct in accordance with the Master Project Schedule, then twenty-one (21) calendar days shall be allowed to cure the default. In making either the initial determination that Contractor is in default under this Contract or the subsequent determination that Contractor has failed to satisfactorily cure its default, County may rely solely upon the Design Professional's certification to County that in the Design Professional's opinion the Contractor is in default or has failed to satisfactorily cure its default. The Library Director has authority to terminate this Agreement.
- 30.3. If County deems any of the foregoing remedies necessary, Contractor shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the unpaid balance of the Contract Amount/GMP, and if such expenditures exceed the unpaid balance of the Contract Amount/GMP, Contractor shall pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount/GMP exceeds all such costs, expenditures and damages incurred by County to complete the Work, Contractor shall not be entitled to any portion of such excess, except for the unpaid portion of the Contractor's Fee earned and the Cost of Work incurred prior to Contractor's right to continue performance under this Contract being terminated. Any amounts to be paid to County by Contractor pursuant to this provision shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.
- 30.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits,

and judgments pertaining to or arising out of the Work hereunder. Further, in the event County has exercised its right to terminate due to Contractor's default, Contractor shall be prohibited from bidding or otherwise seeking additional work from County in accordance with County's then current debarment policy.

- 30.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then such termination shall be deemed a termination for County's convenience and Contractor's remedies against County shall be the same as and limited to those afforded Contractor under Section 31 below.

**31. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION:**

- 31.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount/GMP earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated profit on portions of the Work not performed.
- 31.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended and later recommenced, Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Contractor be entitled to any additional compensation or damages, except as otherwise expressly provided for in the Contract Documents. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

**32. WORKPLACE VIOLENCE:** Employees of Contractor are prohibited from committing any act of Workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Contractor's employee.

- 32.1. Battery: intentional offensive touching or application of force or violence to another.
- 32.2. Stalking: willfully, maliciously and repeatedly following or harassing another person.

**33. DUTIES AND OBLIGATIONS:** The rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon Contractor by this Agreement (No. 14470) and the rights and remedies available to the County thereunder, shall be in addition to and not a limitation of any otherwise imposed or available law, by special guarantee or other provisions of the Contract Documents and Specifications.

**34. POLLUTION ABATEMENT:** Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. It shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. It shall take necessary measures to minimize soil erosion.

**35. INJURY OR DAMAGE TO PEOPLE OR PROPERTY:** Should the County or Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of Contractor's employees or agents or others for whose acts Contractor is legally liable, claim shall be made in writing to the County within a reasonable time of the first observance of such injury or damage.

- 36. HEALTH CONSIDERATIONS:** Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. Contractor shall commit no public nuisance.
- 37. ELECTRONIC SIGNATURES:** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- 38. E VERIFY:** Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.
- 39. HUMAN TRAFFICKING AFFIDAVIT OF NO COERCION FOR LABOR OR SERVICES:**
- 39.1. Section 787.06(13), Florida Statutes, requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.
- 39.2. The Contractor will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, attached hereto and incorporated herein as **Exhibit 14**.
- 40. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED:**
- 40.1. Section 287.138, Florida Statutes, prohibits any governmental entity, which includes "district", from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and:
- 40.1.1. The entity is owned by the government of a foreign country of concern;
- 40.1.2. The government of a foreign country of concern has a controlling interest in the entity; or
- 40.1.3. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.
- 40.2. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a

controlling interest in the Supplier.

40.3. The Contractor will certify this understanding, obligation, through the completion of the Foreign Country of Concern Affidavit, attached hereto and incorporated herein as **Exhibit 15**.

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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first written below.

**ALACHUA COUNTY, FLORIDA**

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

Charles Chestnut, IV , Chair

Board of County Commissioners

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

**ATTEST**

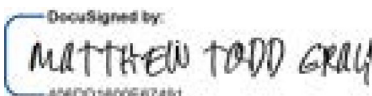
**APPROVED AS TO FORM**

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

**CONTRACTOR**

By:  \_\_\_\_\_  
406D01800E674B1

Print: MATTHEW TODD GRAY \_\_\_\_\_

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

Date: 3/10/2025 \_\_\_\_\_

**IF CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**



## **EXHIBIT 1: GENERAL TERMS AND CONDITIONS**

### **1. PRICING:**

The Schedule of Values, attached hereto and incorporated by reference as **Exhibit 3**, provides pricing for the Work performed under the Agreement will be as provided in the Scope of Work/Technical Specifications (**Exhibit 2**) and the NTP.

### **2. HOURS OF WORK:**

- 2.1. Standard hours of the Work will be from 7:00 AM to 5:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Under no circumstances will Contractor perform any Work at any time or access the site of the Work without specific written (by memorandum or email) of the County's representative.
- 2.2. Non-standard hours are hours required by the County to be worked before 7:00 AM and after 5:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered non-standard hours.
- 2.3. Non-standard hours worked by Contractor to regain schedule or for Contractor's convenience shall not be entitled to additional compensation.
- 2.4. County Holidays - Holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday.
  - New Year's Day
  - Martin Luther King Day
  - Memorial Day
  - Juneteenth Day
  - 4<sup>th</sup> of July
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day and the day after Thanksgiving
  - Christmas Day and one additional day as designated by County Manager

### **3. WORK AUTHORIZATION:**

- 3.1. Any Work required under this Agreement shall be authorized by issuance of formal, written NTP, based on the Scope of Work (**Exhibit 2**).
- 3.2. Alachua County shall issue a revised Notice to Proceed in the form of **Exhibit 4**.
- 3.3. NTPs issued under this Agreement, shall authorized by signature of the County designee.
- 3.4. Amendments to the NTP (Change Orders) will be approved in accordance with County Policy and Ordinance and shall be issued in the form of the NTP Amendment.

### **4. SCHEDULING OF WORK:**

- 4.1. The County will issue an NTP for the Work. The first day of performance under an NTP shall be the effective date specified in the Notice to Proceed. Any preliminary work started, or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the NTP. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use Contractor shall request Alachua County to inspect the Work to determine the status of completion.
- 4.2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel.
- 4.3. Furniture and portable office equipment in the immediate work area will be moved to a designated location by Contractor and replaced to its original location upon completion of the Work. If the furniture and portable office equipment cannot be replaced to its original location, the County will

designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Alachua County will compensate Contractor for any such transportation and storage costs incurred through an Amendment to the NTP.

- 4.4. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.
- 4.5. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval, prior to placement.

**5. CONTRACTOR'S RESPONSIBILITIES:**

- 5.1. Contractor shall supervise, perform and direct the Work using the best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under this Agreement. Contractor shall ensure that the completed Work complies accurately with the Contract Documents.
- 5.2. Contractor's Superintendent: Contractor shall employ a competent resident superintendent who shall be at the Project site during the progress of the Work. The superintendent shall be satisfactory to County and shall not be changed except with the written approval of the County. The superintendent shall represent Contractor at the site and shall have full authority to act on behalf of Contractor. All communications given to the superintendent shall be binding on Contractor. All oral communications affecting Contract Time, Contract Amount and Contract interpretation will be confirmed in writing to the County.

**6. DESIGN:**

- 6.1. Contractor's duties under the Agreement may include the preparation of additional shop drawings or sketches necessary to permit orderly construction of the Work. Contractor agrees to provide detailed design drawings and plans if requested by the County, with reimbursement included in an amended NTP and said cost should be incidental to the Project.
- 6.2. Incidental means not exceeding 10% or \$5,000, whichever is higher of the total Project cost, unless properly justified and approved by the County.

**7. ALACHUA COUNTY-FURNISHED UTILITIES:**

- 7.1. The County shall provide at no cost to Contractor utilities and toilet facilities that are existing and available at each site for Work performed under the Agreement. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the NTP to compensate Contractor for providing such items.
- 7.2. Water:
  - 7.2.1. Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, a supply of water necessary for the performance of Work under this Agreement. Alachua County will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Contractor to determine the extent to which existing Alachua County water supply source is adequate for the needs of the Agreement.
  - 7.2.2. All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor, and costs included in the Scope of Work. All Work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense

of Contractor, so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of the County.

7.3. Electricity:

7.3.1. The County shall furnish to Contractor from existing County facilities and without cost to Contractor, electricity necessary for the performance of Work under this Agreement. It is the responsibility of Contractor to determine the extent to which existing County electrical facilities are adequate for the needs of this Agreement.

7.3.2. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal. All Work in connection therewith shall be coordinated, scheduled and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workman like manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of County.

**8. DIRECT PURCHASE OF MATERIALS:**

County may purchase materials directly and provide them to Contractor for use on the Project. Within forty-five (45) days of the issuance of the NTP Contractor will provide County with a list of bulk materials needed on the Project, the cost for those materials including sales tax, and a schedule of values showing when those items are needed. If County elects to purchase certain items, Contractor will prepare a deductive change order to the Agreement. County shall issue a purchase order and Contractor has sole responsibility for establishing delivery and schedule. There will be no reimbursement to Contractor if the materials are obtained by the County at less than the estimated cost.

**9. PROCEDURES:**

9.1. Pre-Construction Conference: After award of the Agreement and before the issuance of the initial NTP under this Agreement, the County will conduct a conference to acquaint Contractor with County policies and procedures that are to be observed during the prosecution of the Work and to develop mutual understanding relative to the administration of the Agreement.

9.2. The Work of this Agreement shall be determined by the Scope of Work (**Exhibit 2**). Contractor shall perform its construction Work in accordance with this Agreement including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. Contractor shall provide quality assurance as specified in strict accordance with the Contract Documents. Contractor shall also be responsible for site safety as well as site preparation and cleanup.

9.3. Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

9.4. Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP.

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## **EXHIBIT 2: SCOPE OF WORK/ TECHNICAL SPECIFICATIONS**

### **Scope of Work:**

This project involves the transformation of an existing motel into permanent supportive housing, converting the current layout into modern single-unit apartments. Located at 4401 SW 13th St, Gainesville, FL, the property will be repurposed to provide long-term supportive housing, adhering to current residential and accessibility standards. The scope includes the renovation of eight (8) buildings, including the incorporation of ADA-compliant units, as well as the addition of a new modular building to serve as the community center, replacing the existing structure. The approved Scope of Work includes the Base Bid, Alternate No. 1 and Alternate No. 3.

### **Base Bid:**

Renovation and conversion of the existing motel structures into single-unit apartments, as outlined in the Drawings and Contract Documents. The project encompasses site grading, drainage improvements, utility upgrades, building renovations and upgrades, and ensuring ADA compliance for designated units. A new modular community center will replace the current structure, and all exterior and interior finishes will align with the design intent of the project.

#### **A. Alternate No. 1 – Electrical Panels**

The base bid involves removing the existing electrical panels (as identified in E107), extending the existing conductors and conduit to a new panel at the location shown on the new floor plan. The alternate option is to retain the existing panels in their current locations.

#### **B. Alternate No. 2 – Building 6**

Omit the inclusion of Building 6 and convert the area into green space following the demolition of the existing structure. Utilities will be stubbed up to allow for a potential future modular building addition.

#### **C. Alternate No. 3 – Architecturally Matched Solar Site Lighting**

The base bid includes site lighting on CMU pedestals at locations specified in drawing A3.10, designated as Street Light Entry Light Posts. A fully solar-powered option is to be provided in lieu of utility-fed lighting, designed to be as close to the specified architectural style as possible.

### **Unit Costs for labor:**

#### **A. Siding**

Labor costs for installing exterior siding, including preparation, cutting, fitting, and securing of materials to the building structure.

#### **B. Roof Sheathing**

Labor costs for installing roof sheathing, including placement, securing of sheathing panels, and any required adjustments to ensure proper alignment and attachment.

#### **C. Gypsum**

Labor costs for installing gypsum board, including cutting, fitting, fastening to walls or ceilings, and preparation for finishing (e.g., taping and joint compound application).

#### **D. Fascia**

Labor costs for installing fascia, including measuring, cutting, and attaching fascia boards to the roofline, as well as any necessary adjustments for proper alignment.

#### **E. Rafters/Lumber**

Labor costs for installing rafters and other structural lumber, including cutting, fitting, securing, and ensuring proper structural alignment and support.

**EXHIBIT 3: BID FORM/ SCHEDULE OF VALUES**



Alachua County, Florida

**Procurement**

Theodore "TJ" White, Jr. CPPB, Procurement Manager  
County Administration Building, Gainesville, FL 32601

**[GRAY CONSTRUCTION SERVICES] RESPONSE DOCUMENT REPORT**

ITB No. ITB 25-522-LC

Transformation of County Facility to Permanent Supportive Housing

RESPONSE DEADLINE: February 5, 2025 at 2:00 pm

Report Generated: Thursday, February 13, 2025

**Gray Construction Services Response**

**CONTACT INFORMATION**

**Company:**

Gray Construction Services

**Email:**

[cjharris@gray-construction.com](mailto:cjharris@gray-construction.com)

**Contact:**

CJ Harris

**Address:**

222 West Wade Street  
Trenton, FL 32693

**Phone:**

(352) 463-3939

**Website:**

<http://www.gray-construction.com>

**Submission Date:**

Feb 5, 2025 1:56 PM (Eastern Time)

## ADDENDA CONFIRMATION

Addendum #1  
 Confirmed Jan 27, 2025 11:07 AM by CJ Harris

Addendum #2  
 Confirmed Jan 27, 2025 11:07 AM by CJ Harris

Addendum #3  
 Confirmed Jan 27, 2025 11:07 AM by CJ Harris

Addendum #4  
 Confirmed Feb 4, 2025 3:30 PM by CJ Harris

Addendum #5  
 Confirmed Feb 4, 2025 3:30 PM by CJ Harris

## PRICE TABLES

### BASE BID

| Line Item    | Description                                                                                                            | Quantity | Unit of Measure | Unit Cost      | Total                 |
|--------------|------------------------------------------------------------------------------------------------------------------------|----------|-----------------|----------------|-----------------------|
| 1            | Transformation of County Facility to Permanent Supportive Housing, as outlined in the Drawings and Contract Documents. | 1        | Lump Sum        | \$4,117,035.00 | \$4,117,035.00        |
| <b>TOTAL</b> |                                                                                                                        |          |                 |                | <b>\$4,117,035.00</b> |

[GRAY CONSTRUCTION SERVICES] RESPONSE DOCUMENT REPORT  
 ITB No. ITB 25-522-1C  
 Transformation of County Facility to Permanent Supportive Housing

UNIT COST

| Line Item    | Description    | Quantity | Unit of Measure | Unit Cost | Total          |
|--------------|----------------|----------|-----------------|-----------|----------------|
| 1            | Siding         | 1        | SQ.FT.          | \$22.00   | \$22.00        |
| 2            | Roof Sheathing | 1        | SQ.FT.          | \$25.00   | \$25.00        |
| 3            | Gypsum         | 1        | SQ.FT.          | \$3.00    | \$3.00         |
| 4            | Fascia         | 1        | LF              | \$3.50    | \$3.50         |
| 5            | Battens/Lumber | 1        | SQ.FT.          | \$3.50    | \$3.50         |
| <b>TOTAL</b> |                |          |                 |           | <b>\$57.00</b> |

ALTERNATES

| Line Item    | Description                                 | Quantity | Unit of Measure | Unit Cost     | Total                |
|--------------|---------------------------------------------|----------|-----------------|---------------|----------------------|
| 1            | Electrical Panels                           | 1        | LS              | -\$33,600.00  | -\$33,600.00         |
| 2            | Building E                                  | 1        | LS              | -\$745,000.00 | -\$745,000.00        |
| 3            | Architecturally Matched Solar Site Lighting | 1        | LS              | \$6,000.00    | \$6,000.00           |
| <b>TOTAL</b> |                                             |          |                 |               | <b>-\$772,600.00</b> |

**EXHIBIT 4: GENERAL CONSTRUCTION NOTICE TO PROCEED**

**NTP No.:** \_\_\_\_\_

**Agreement No.:** 14470

**Invoice/Billing Reference No.:** \_\_\_\_\_

**Project Description:** #14470 - *Renovations for the property formerly known as Budget Inn* - the transformation of an existing motel into permanent supportive housing, converting the current layout into modern single-unit apartments located at 4401 SW 13th St, Gainesville, FL.

**County:** Alachua County, a Charter County and political subdivision of the State of Florida

**Date Issued:** \_\_\_\_\_

**County Project Manager:**

**Contractor:**

**Contractor's Address:** , ,

**Architect/Engineer:** Brame- Heck Architects

This Notice to Proceed (NTP) is issued in accordance with the terms of the General Construction Agreement No. \_\_\_\_\_, dated \_\_\_\_\_ between the County and the Contractor ("Agreement"). Execution of this NTP by County shall serve as authorization for the Contractor to perform the Work for the above project as set forth in that certain the Agreement, including its exhibits, and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

**ATTACHMENTS:**

- ☐ DRAWINGS/PLANS/SPECIFICATIONS
- ☐ SCOPE OF WORK
- ☐ SPECIAL CONDITIONS
- ☐ SCHEDULE OF VALUES
- ☐ \_\_\_\_\_

The Contractor shall provide said Work pursuant to this Notice to Proceed, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Notice to Proceed conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The Work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within 0 (0) working days of this NTP with Final Completion occurring 30 working days after the County delivers the final List to the Contractor as provided in section 7.3 of the Agreement, unless extended in accordance with §218.735(7)(c), Florida Statutes .

**METHOD OF COMPENSATION:**

The amount paid for this job shall be:

\$ \_\_\_\_\_.



The County shall make payment to Contractor in strict accordance with the payment terms of the above-referenced Agreement and in accordance with the Schedule of Values.

It is expressly understood by Contractor that this and Notice to Proceed, until executed by the County, does not authorize the performance of any Work by Contractor and that the County, prior to its execution of the Notice to Proceed, reserves the right to authorize a party other than Contractor to perform the Work called for under this document if it is determined that to do so is in the best interest of the County.

**IN WITNESS WHEREOF**, the Parties hereto agree to this Notice to Proceed and have executed it on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR**

**ALACHUA COUNTY, FLORIDA**

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

By: \_\_\_\_\_  
Alachua County

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

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

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

**ARCHITECT/ENGINEER/COUNTY (as applicable)**

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

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

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

## **EXHIBIT 5: CLOSEOUT CHECKLIST**

*Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.*

### **Contract No. 14470 – #14470 - Renovations for the Property Formerly Known as Budget Inn**

*Complete all applicable items.*

| <b>ACTION/ITEM</b>                                                                                                                                | <b>Date Completed<br/>(by Vendor)</b> | <b>Vendor<br/>(initials)</b> | <b>County<br/>(initials)</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------|------------------------------|
| <b>General Requirements (Should be required on most Contracts)</b>                                                                                |                                       |                              |                              |
| All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>                                                    |                                       |                              |                              |
| All invoices, except for the final, are submitted and paid                                                                                        |                                       |                              |                              |
| All testing reports have been received and analyzed                                                                                               |                                       |                              |                              |
| Final amount paid via this Contract                                                                                                               |                                       |                              |                              |
| Parties agree that no claims, issues, or unresolved matters exist on the contract                                                                 |                                       |                              |                              |
| <b>Contract Specific Requirements (All may not apply)</b>                                                                                         |                                       |                              |                              |
| All inspections are completed and accepted                                                                                                        |                                       |                              |                              |
| Any County-furnished property is returned                                                                                                         |                                       |                              |                              |
| The contractor has closed any subcontracts that may exist                                                                                         |                                       |                              |                              |
| All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i> |                                       |                              |                              |
| Any access or security badges and keys are returned and are accounted for                                                                         |                                       |                              |                              |
| All warranties, training material, or other final deliverables are obtained                                                                       |                                       |                              |                              |
| All Bond requirements have been met                                                                                                               |                                       |                              |                              |
| Certificates of substantial completion or final completion are obtained                                                                           |                                       |                              |                              |
| Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>                                          |                                       |                              |                              |

### **CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT**

\_\_\_\_\_  
Vendor/Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Administrator Signature

\_\_\_\_\_  
Date

## **EXHIBIT 6: PAYMENT BOND FORM**

### **CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

### **SURETY**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

### **OWNER (OBLIGEE)**

NAME: Alachua County Board of County Commissioners  
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601  
TELEPHONE NUMBER: 352-374-5204

### **AGREEMENT DETAILS**

DATE EXECUTED:  
AMOUNT:  
GENERAL DESCRIPTION:  
STREET ADDRESS OF PROJECT:  
PO NO. , RFP, OR BID NO. :

### **BOND**

BOND NUMBER:  
DATE:  
AMOUNT:

### **KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2). Florida Statutes.

WHEREAS, Contractor has by written Agreement entered into an Agreement, identified above, with Alachua County, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Agreement; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of §255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

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

Witnesses as to Contractor

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

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

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

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

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online  
notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

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

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification

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

**SURETY**

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

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

## **EXHIBIT 7: PERFORMANCE BOND FORM**

### **CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

### **SURETY**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

### **OWNER (OBLIGEE)**

NAME: Alachua County  
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601  
TELEPHONE NUMBER: 352-374-5204

### **AGREEMENT DETAILS**

DATE EXECUTED:  
AMOUNT:  
GENERAL DESCRIPTION:  
STREET ADDRESS OF PROJECT:  
PO NO. , RFP, OR BID NO. :

### **BOND**

BOND NUMBER:  
DATE:  
AMOUNT:

### **KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Agreement entered into an Agreement, identified above, with County, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Agreement between Contractor and County, at the times and in the manner prescribed in the Agreement; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Agreement; and
3. performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Agreement, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Agreement in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for an Agreement between such Bidder and County, and make available as Work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
Witnesses as to Contractor Name: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

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

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification

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

**SURETY**

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

SEAL

PRINTED NAME AND TITLE:

\_\_\_\_\_

## **EXHIBIT 8: INSURANCE**

### **TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”**

**Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor/vendor, his agents, representatives, employees or subcontractors.**

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

#### **EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

#### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

##### **I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of Contractor/Vendor; to include Products and/or Completed Operations of Contractor/Vendor; Automobiles owned, leased, hired or borrowed by Contractor.

b. Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

## **II All Coverages**

Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the agreement (original if contract is renewed) or prior.

## **SUBCONTRACTORS**

Contractor/Vendor shall be responsible for all subcontractors Working on their behalf as a condition of this Agreement. All subcontractors of Contractor/Vendor shall be subject to the same coverage requirements stated herein.


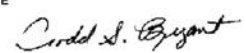
**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

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**EXHIBIT 8-A: CERTIFICATE OF INSURANCE**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                           | <b>CERTIFICATE OF LIABILITY INSURANCE</b>                                                                                                                       |                 | DATE (MM/DD/YYYY)<br>02/24/2025                                                                                                                                                                                                                                                          |                                |                                |                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b>                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                 |                 |                                                                                                                                                                                                                                                                                          |                                |                                |                                                                                                                                                                                                                                           |
| <b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b>                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                 |                 |                                                                                                                                                                                                                                                                                          |                                |                                |                                                                                                                                                                                                                                           |
| <b>PRODUCER</b><br>Nature Coast Insurance, Inc<br>P.O. Box 1520<br><br>Chiefland FL 32644                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                           | <b>CONTACT</b><br>NAME: Kristi Coulter<br>PHONE (A/C, No, Ext): (352) 493-2565 FAX (A/C, No): (352) 493-0402<br>E-MAIL ADDRESS: kristi@naturecoastinsurance.com |                 |                                                                                                                                                                                                                                                                                          |                                |                                |                                                                                                                                                                                                                                           |
| <b>INSURED</b><br><br>Gray Construction Services, Inc.<br>222 W Wade St<br><br>Trenton FL 32693-4149                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                           | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                            |                 | <b>NAIC #</b>                                                                                                                                                                                                                                                                            |                                |                                |                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                           | INSURER A: United Fire & Casualty                                                                                                                               |                 | 13021                                                                                                                                                                                                                                                                                    |                                |                                |                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                           | INSURER B: Builders Mutual Insurance Company                                                                                                                    |                 | 10844                                                                                                                                                                                                                                                                                    |                                |                                |                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                           | INSURER C: Evanston Insurance Co                                                                                                                                |                 | 35378                                                                                                                                                                                                                                                                                    |                                |                                |                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                           | INSURER D:                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                          |                                |                                |                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                           | INSURER E:                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                          |                                |                                |                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                           | INSURER F:                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                          |                                |                                |                                                                                                                                                                                                                                           |
| <b>COVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                           | <b>CERTIFICATE NUMBER:</b> CL2472434946                                                                                                                         |                 | <b>REVISION NUMBER:</b>                                                                                                                                                                                                                                                                  |                                |                                |                                                                                                                                                                                                                                           |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.                                                                                                                                             |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                 |                 |                                                                                                                                                                                                                                                                                          |                                |                                |                                                                                                                                                                                                                                           |
| <b>INSR LTR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>TYPE OF INSURANCE</b>                                                                                                                                                                                                                                                                                                  | <b>ADDL INSD</b>                                                                                                                                                | <b>SUBR WVD</b> | <b>POLICY NUMBER</b>                                                                                                                                                                                                                                                                     | <b>POLICY EFF (MM/DD/YYYY)</b> | <b>POLICY EXP (MM/DD/YYYY)</b> | <b>LIMITS</b>                                                                                                                                                                                                                             |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y                                                                                                                                                               |                 | 60543280                                                                                                                                                                                                                                                                                 | 07/27/2024                     | 07/27/2025                     | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPI/OP AGG \$ 2,000,000 |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY                                                                                                                        | Y                                                                                                                                                               |                 | 60543280                                                                                                                                                                                                                                                                                 | 07/27/2024                     | 07/27/2025                     | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>PIP \$ 10,000                                                                |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                       |                                                                                                                                                                 |                 | 60543280                                                                                                                                                                                                                                                                                 | 07/27/2024                     | 07/27/2025                     | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                                                    |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             | Y/N<br>N                                                                                                                                                        | N/A             | WCP 1080458 03                                                                                                                                                                                                                                                                           | 07/27/2024                     | 07/27/2025                     | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                      |
| C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Excess Liability                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                 |                 | MKLV2EUE101910                                                                                                                                                                                                                                                                           | 07/27/2024                     | 07/27/2025                     | Each Occurrence \$4,000,000<br>Aggregate Limit \$4,000,000                                                                                                                                                                                |
| <b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b><br>General Contractor<br>Project: Budget Inn Conversion to Housing, in Gainesville<br><br>The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; claims arising out of the condition of the land; or automobiles owned, leased, hired or borrowed by the Vendor. |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                 |                 |                                                                                                                                                                                                                                                                                          |                                |                                |                                                                                                                                                                                                                                           |
| <b>CERTIFICATE HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                 |                 | <b>CANCELLATION</b>                                                                                                                                                                                                                                                                      |                                |                                |                                                                                                                                                                                                                                           |
| Alachua County Board of County Commissioners<br>12 SE 1st Street<br>2nd Floor<br>Gainesville FL 32601                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                 |                 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |                                |                                |                                                                                                                                                                                                                                           |

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ACORD 25 (2016/03)

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**EXHIBIT 9: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT**

STATE OF FLORIDA

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

(1) He or she is the (title) \_\_\_\_\_, of \_\_\_\_\_, which does business in the State of Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain General Construction Agreement No. \_\_\_\_\_ ("Agreement") with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for Bid No. 25-522; #14470 - Renovations for the property formerly known as Budget Inn, as more particularly set forth in said Agreement.

(3) This affidavit is executed by Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$ \_\_\_\_\_.

(3) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Agreement ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(4) Contractor certifies, represents and warrants that all Work to be performed under the Agreement has been fully completed, and all Claimants have been paid in full.

(5) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in agreement or in tort, against Owner relating in any way to the performance of the Agreement. (6) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(7) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by the Agreement.

**Contractor:**

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

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

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

[Corporate Seal]

\_\_\_\_\_  
Witnesses

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

**EXHIBIT 10: FINAL PAYMENT BOND WAIVER FORM**

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

**OWNER:** Alachua County, a charter county and political subdivision of the State of Florida

**CONTRACTOR:**

**PROJECT:** General Construction Agreement No. 14470 ("Agreement") for labor, materials, and services for Bid No. 25-522 Alachua County #14470 - Renovations for the property formerly known as Budget Inn

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$ \_\_\_\_\_, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through \_\_\_\_\_ (insert date) to \_\_\_\_\_, on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON \_\_\_\_\_.

Claimant: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)  
Title: \_\_\_\_\_  
(Print Title)

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

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

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification  
Type of Identification Produced: \_\_\_\_\_

## EXHIBIT 11: WAGE RATE DECISION NUMBER FL194

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\*General Decision Number: FL20250194 01/03/2025

Superseded General Decision Number: FL20240194

State: Florida

Construction Type: Building

County: Alachua County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none"><li>Executive Order 14026 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>  |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | <ul style="list-style-type: none"><li>Executive Order 13658 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/03/2025

<https://sam.gov/wage-determination/FL20250194/0>

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ASBE0013-001 05/15/2023

|                                                | Rates    | Fringes |
|------------------------------------------------|----------|---------|
| ASBESTOS WORKER/HEAT & FROST<br>INSULATOR..... | \$ 28.00 | 12.30   |

ELEV0049-001 01/01/2024

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 48.92 | 37.885+a+b |

FOOTNOTE:

a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

-----  
ENGI0487-021 07/01/2016

|                                              | Rates    | Fringes |
|----------------------------------------------|----------|---------|
| OPERATOR: Crane                              |          |         |
| All Cranes 160 Ton<br>Capacity and Over..... | \$ 33.85 | 9.20    |
| All Cranes Over 15 Ton<br>Capacity.....      | \$ 32.85 | 9.20    |
| OPERATOR: Forklift.....                      | \$ 23.25 | 9.20    |
| OPERATOR: Mechanic.....                      | \$ 32.85 | 9.20    |
| OPERATOR: Oiler.....                         | \$ 23.50 | 9.20    |

-----  
IRON0402-001 10/01/2024

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 28.90 | 15.66   |

-----  
IRON0597-006 04/01/2024

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 29.50 | 12.98   |

-----  
PLUM0234-006 09/01/2024

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 36.50 | 17.09   |

-----  
PLUM0234-011 09/01/2024

|                                                               | Rates    | Fringes |
|---------------------------------------------------------------|----------|---------|
| PIPEFITTER (Includes HVAC<br>Pipe and Unit Installation)..... | \$ 36.50 | 17.09   |

-----  
SUFL2014-001 08/16/2016

<https://sam.gov/wage-determination/FL20200194/0>

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| Rates                                                                    | Fringes |
|--------------------------------------------------------------------------|---------|
| CARPENTER, Includes Form Work...\$ 15.88 **                              | 8.88    |
| CEMENT MASON/CONCRETE FINISHER...\$ 14.47 **                             | 1.74    |
| ELECTRICIAN, Includes Low Voltage Wiring.....\$ 17.35 **                 | 1.98    |
| IRONWORKER, REINFORCING.....\$ 22.81                                     | 11.58   |
| LABORER: Common or General, Including Cement Mason Tending...\$ 11.38 ** | 8.63    |
| LABORER: Pipelayer.....\$ 12.49 **                                       | 1.87    |
| OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 14.44 **                     | 1.48    |
| OPERATOR: Bulldozer.....\$ 15.48 **                                      | 1.98    |
| OPERATOR: Grader/Blade.....\$ 18.97                                      | 8.88    |
| OPERATOR: Loader.....\$ 14.83 **                                         | 1.84    |
| OPERATOR: Roller.....\$ 14.43 **                                         | 4.78    |
| PAINTER: Brush, Roller and Spray.....\$ 15.62 **                         | 2.85    |
| ROOFER.....\$ 16.99 **                                                   | 8.88    |
| SHEET METAL WORKER, Includes HVAC Duct Installation.....\$ 28.89         | 8.38    |
| SPRINKLER FITTER (Fire Sprinklers).....\$ 17.87                          | 5.88    |
| TILE SETTER.....\$ 18.81                                                 | 8.88    |
| TRUCK DRIVER: Dump Truck.....\$ 13.22 **                                 | 2.12    |
| TRUCK DRIVER: Lowboy Truck.....\$ 14.24 **                               | 8.88    |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.38). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13786, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 38 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUMB198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for those classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.



### Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

### State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

<https://sam.gov/wage-determination/FL20250194/0>

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directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BOHD-Office@dol.gov](mailto:BOHD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
280 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
280 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
280 Constitution Avenue, N.W.  
Washington, DC 20210.

=====

END OF GENERAL DECISION\*

<https://sam.gov/wage-determination/FL20250194/0>

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## **EXHIBIT 12: SUBGRANT AGREEMENT & MODIFICATIONS**

DocuSign Envelope ID: 1B07F291-E222-4CEA-A26B-D2CB8957D1F7



Department of Commerce – Small Cities Community Development Block Grant Program

Form SC-44

### **Modification to Subgrant Agreement**

July 6, 2023

#### **Modification Number 2 to Subgrant Agreement Between the Florida Department of Commerce and Alachua County, Florida**

This Modification Number 2 is entered into by and between the State of Florida, Department of Commerce, ("Commerce"), and Alachua County, Florida, ("the Subrecipient"), (each individually a "Party" and collectively the "Parties").

WHEREAS, Commerce and the Subrecipient entered into **Contract Number 22CV-S25, FLAIR Contract Number H2500**, on March 23, 2023 ("the Agreement"), pursuant to which Commerce provided a subgrant in the amount of \$4,000,781.54 to the Subrecipient under the Small Cities Community Development Block Grant ("CDBG") Program as set forth in the Agreement;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Commerce and the Subrecipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

☐ **Revise the Activity Work Plan**

1. Attachment \_\_, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment \_\_, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Narrative**

2. Attachment \_\_, \_\_\_\_, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment \_\_, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Budget**

3. Attachment \_\_, \_\_\_\_, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment \_\_, which is attached hereto and incorporated herein by reference.

☐ **Change the Number of Accomplishments and/or Beneficiaries**

4. Attachments \_\_\_\_ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments \_\_\_\_, which are attached hereto and incorporated herein by reference.



Department of Commerce – Small Cities Community Development Block Grant Program

Form SC-44

## Modification to Subgrant Agreement

July 6, 2023

Subrecipient: Alachua County, Florida

Modification Number: 2

Contract Number: 22CV-S25

FLAIR Contract Number: H2500

☐ **Include an Unaddressed Need from the Application for Funding as Addressed Need**

5. Attachments \_\_\_\_\_ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments \_\_\_\_\_, which are attached hereto and incorporated herein by reference.

☐ **Change the Participating Parties**

6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.
7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

☒ **Extend the Agreement**

8. Paragraph (3) titled Period of Agreement on page 1 of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

**(3) Period of Agreement**

This Agreement begins on March 1, 2022, (the "Effective Date") and ends on September 30, 2025 (the "Expiration Date") unless otherwise terminated as provided in this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

☒ **Other:**

9. This Agreement is hereby reinstated as though it had not expired.



Department of Commerce - Small Cities Community Development Block Grant Program

Form SC-44

**Modification to Subgrant Agreement**

July 6, 2023

Subrecipient: Alachua County, Florida.

Modification Number: 2

Contract Number: 22CV-S25

FLAIR Contract Number: H12500

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

State of Florida  
Department of Commerce

By: J. Alex Kelly

Name: J. Alex Kelly

Title: Secretary

Date: 12/6/2024

Approved as to form and legal sufficiency,  
subject only to the full and proper execution  
by the Parties

Office of the General Counsel  
Florida Department of Commerce

By: Deanthi Enderlin

Approved Date: 12/6/2024

Subrecipient: Alachua County, Florida

By: Michele Lieberman  
12/3/2024

Name: Michele Lieberman

Title: County Manager

Date: 12/3/2024

Approved as to Form  
Diana Johnson  
Alachua County  
Attorney

**Modification to Subgrant Agreement**

July 6, 2023

**Modification Number 1 to Subgrant Agreement Between  
the Florida Department of Commerce and  
Alachua County**

This Modification Number 1 is entered into by and between the State of Florida, Department of Commerce, ("Commerce"), and Alachua County, ("the Recipient"), (each individually a "Party" and collectively the "Parties").

WHEREAS, Commerce and the Recipient entered into **Contract Number 22CV-S25, FLAIR Contract Number H2500**, on March 23, 2023 ("the Agreement"), pursuant to which Commerce provided a subgrant in the amount of \$4,000,782.00 to the Recipient under the Small Cities Community Development Block Grant ("CDBG") Program as set forth in the Agreement;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Commerce and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

☐ **Revise the Activity Work Plan**

1. Attachment \_\_, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment \_\_, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Narrative**

2. Attachment \_\_, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment \_\_, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Budget**

3. Attachment \_\_, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment \_\_, which is attached hereto and incorporated herein by reference.

☐ **Change the Number of Accomplishments and/or Beneficiaries**

4. Attachments \_\_ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments \_\_, which are attached hereto and incorporated herein by reference.



**Modification to Subgrant Agreement**

July 6, 2023

Recipient: Alachua County

Modification Number: 1

Contract Number: 22CV-S25

FLAIR Contract Number: H2500

☐ **Include an Unaddressed Need from the Application for Funding as Addressed Need**

5. Attachments \_\_\_\_ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments \_\_\_\_, which are attached hereto and incorporated herein by reference.

☐ **Change the Participating Parties**

6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.
7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

☒ **Extend the Agreement**

8. Paragraph (3) titled Period of Agreement on page 1 of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

**(3) Period of Agreement**

This Agreement begins on March 1, 2022, (the "Effective Date") and ends on September 30, 2024 (the "Expiration Date") unless otherwise terminated as provided in this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

☒ **Other:**

9. This Agreement is hereby reinstated as though it had not expired if not approved by the Expiration date.
10. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce ("Commerce"). Effective July 1, 2023, all references to "Department of Economic Opportunity" or "DEO" are hereby replaced with "Florida Department of Commerce" or "Commerce" as appropriate.
11. Section 25, Employment Verification (E-Verify), is hereby deleted in its entirety and replaced with the following:

**(25) Employment Verification (E-Verify)**

**Modification to Subgrant Agreement**

July 6, 2023

A. Section 448.095, F.S., requires the following:

- (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

C. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Contract.

12. Paragraph 7, Request for Funds of Attachment H of the Subgrant Agreement is amended to include the following:

If the Recipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Recipient may elect in writing to exercise this provision.

- a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
- b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Recipient meets the criteria set forth in this paragraph, then the Recipient is deemed to have demonstrated a financial hardship.

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.



Department of Commerce - Small Cities Community Development Block Grant Program

Form SC-44

**Modification to Subgrant Agreement**

July 6, 2023

Recipient: Alachua County

Modification Number: 1

Contract Number: 22CV-S25

FLAIR Contract Number: H2500

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

State of Florida  
Department of Commerce

By: J. Alex Kelly

Name: J. Alex Kelly

Title: Secretary

Date: 1/12/2024

Approved as to form and legal sufficiency,  
subject only to the full and proper execution  
by the Parties  
Office of the General Counsel  
Florida Department of Commerce

Recipient: Alachua County

By: Carl Smart  
Carl Smart Deputy County Manager

Name: Michelle Liebenhan

Title: County Manager

Date: 12/21/2023

Approved as to Form  
Designated by:  
Dana Johnson  
Alachua County  
Attorney

By: Debrah E. Bredin

Approved Date: 1/12/2024



| DEO AGREEMENT ROUTING REVIEW FORM                                                                                                                                                                                                                                                                      |                                           |                                                                                                                                        |                                                                                   |                                                                                          |                                                        | TRC                                                   |                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|--------------------------------|
| FLAIR #: H2500                                                                                                                                                                                                                                                                                         |                                           | 1. Agreement Manager: <u>Vincent Aguirre</u>                                                                                           |                                                                                   |                                                                                          |                                                        | Program Area (Division): <u>Community Development</u> | Phone No.: <u>850-717-8417</u> |
| <input checked="" type="checkbox"/> Financial (If Financial, Complete All Sections)                                                                                                                                                                                                                    |                                           | <input type="checkbox"/> Non-Financial (If Non-Financial, Complete Sections 1-4, 8, and 22)                                            |                                                                                   |                                                                                          |                                                        |                                                       |                                |
| 2. Agreement Type: <input checked="" type="checkbox"/> Original Agreement                                                                                                                                                                                                                              |                                           | Renewal Number:                                                                                                                        |                                                                                   | Amendment Number:                                                                        |                                                        |                                                       |                                |
| If more than one funding source, show each source with amount of funds and Expansion Option (EO) and Version. If the contract will cross fiscal years, please indicate the amount that will be encumbered in the current fiscal year. If additional space is required, please attach a separate sheet. |                                           |                                                                                                                                        |                                                                                   |                                                                                          |                                                        |                                                       |                                |
| 3. Department Agreement #<br><u>220Y-525</u>                                                                                                                                                                                                                                                           | 4. Begin Date<br><u>3/1/2022</u>          | End Date<br><u>9/30/2023</u>                                                                                                           | Revised End Date                                                                  | 5. Grant #<br><u>DBE20</u>                                                               | Mod. #                                                 |                                                       |                                |
| 6. CFDA #<br><u>14.228</u>                                                                                                                                                                                                                                                                             | CSFA #                                    | 7. Contract/Grant Total<br><u>\$4,000,781.54</u>                                                                                       | Increase<br>\$                                                                    | (Decrease)<br>(\$)                                                                       | Revised Contract/Grant Total<br><u>\$ 4,000,781.54</u> |                                                       |                                |
| 8. Entity Name/Vendor ID #/Address/Phone #<br><u>Aradus County, Florida</u><br><u>218 SE 24th Street, Gainesville, Florida 32601</u><br><u>FEID: #59-8033995</u>                                                                                                                                       |                                           | 9. Method of Payment<br><input checked="" type="checkbox"/> Cost Reimbursement<br>Fixed Price or Fixed Rate<br>Other: (please specify) |                                                                                   | 10. Vendor Determination Form Received?<br>Yes<br><input checked="" type="checkbox"/> No |                                                        |                                                       |                                |
| 11. FLAIR Fund Code<br><u>20-2-261006</u>                                                                                                                                                                                                                                                              | 12. FLAIR Object Code(s)<br><u>710011</u> | 13. Budget Entity<br><u>40300200</u>                                                                                                   | 14. FLAIR Organization Code(s)<br><u>40304000000</u>                              | 15. Appropriation Category<br><u>100190-00</u>                                           |                                                        |                                                       |                                |
| 16. Expansion Option/Version                                                                                                                                                                                                                                                                           | 17. OCA                                   | 18. FCO Year                                                                                                                           | 19. FLAIR Account Code (29-digits)<br><u>40-20-2-261006-40300200-00-100190-00</u> |                                                                                          |                                                        |                                                       |                                |
| 20. Method of Procurement<br>Type: <u>RFA</u><br>Solicitation #:<br>Award Date/Notification <u>4/22/2022</u>                                                                                                                                                                                           | 21. Service Type                          | 22. Agreement Type<br>Vendor Contract<br><input checked="" type="checkbox"/> Recipient/Subrecipient<br>Other: (please specify)         | 23. State Funded Project?<br>Yes<br><input checked="" type="checkbox"/> No        |                                                                                          |                                                        |                                                       |                                |
| ADMINISTRATIVE REVIEW                                                                                                                                                                                                                                                                                  |                                           |                                                                                                                                        |                                                                                   |                                                                                          |                                                        |                                                       |                                |
| PRE-EXECUTION PHASE (DocuSign)                                                                                                                                                                                                                                                                         |                                           |                                                                                                                                        |                                                                                   | EXECUTION PHASE                                                                          |                                                        |                                                       |                                |
| Agreement Manager: <u>Vincent Aguirre</u>                                                                                                                                                                                                                                                              |                                           |                                                                                                                                        |                                                                                   | Office of the General Counsel: <u>Ashanti Breeden</u>                                    |                                                        |                                                       |                                |
| <u>Vincent Aguirre</u> 9/6/2022                                                                                                                                                                                                                                                                        |                                           |                                                                                                                                        |                                                                                   | <u>Ashanti Breeden</u> 3/7/2023                                                          |                                                        |                                                       |                                |
| Contracts and Grants Administration: <u>Aamona Turner</u>                                                                                                                                                                                                                                              |                                           |                                                                                                                                        |                                                                                   | Chief Financial Officer (If Applicable): <u>Allyce Morlak</u>                            |                                                        |                                                       |                                |
| <u>Aamona Turner</u> 9/23/2022                                                                                                                                                                                                                                                                         |                                           |                                                                                                                                        |                                                                                   | <u>Allyce Morlak</u> 3/17/2023                                                           |                                                        |                                                       |                                |
| Revenue Management: <u>Karen Lyons</u>                                                                                                                                                                                                                                                                 |                                           |                                                                                                                                        |                                                                                   | Chief of Staff (If Applicable): <u>Adam Callaway</u>                                     |                                                        |                                                       |                                |
| <u>Karen Lyons</u> 9/26/2022                                                                                                                                                                                                                                                                           |                                           |                                                                                                                                        |                                                                                   | <u>Adam Callaway</u> 3/18/2023                                                           |                                                        |                                                       |                                |
| Budget Chief/Manager: <u>Pam Portwood</u>                                                                                                                                                                                                                                                              |                                           |                                                                                                                                        |                                                                                   | Deputy Chief of Authority (If Applicable): <u>Meredith Ivey</u>                          |                                                        |                                                       |                                |
| <u>Pam Portwood</u> 9/27/2022                                                                                                                                                                                                                                                                          |                                           |                                                                                                                                        |                                                                                   | <u>Meredith Ivey</u> 3/23/2023                                                           |                                                        |                                                       |                                |
| Deputy Division Director (If Applicable):                                                                                                                                                                                                                                                              |                                           |                                                                                                                                        |                                                                                   |                                                                                          |                                                        |                                                       |                                |
| Deputy Secretary (If Applicable): <u>Kate Doyle</u>                                                                                                                                                                                                                                                    |                                           |                                                                                                                                        |                                                                                   |                                                                                          |                                                        |                                                       |                                |
| <u>Kate Doyle</u> 10/3/2022                                                                                                                                                                                                                                                                            |                                           |                                                                                                                                        |                                                                                   |                                                                                          |                                                        |                                                       |                                |
| Chief Financial Officer (If Applicable): <u>Allyce Morlak</u>                                                                                                                                                                                                                                          |                                           |                                                                                                                                        |                                                                                   |                                                                                          |                                                        |                                                       |                                |
| <u>Allyce Morlak</u> 10/5/2022                                                                                                                                                                                                                                                                         |                                           |                                                                                                                                        |                                                                                   |                                                                                          |                                                        |                                                       |                                |
| Chief of Staff (If Applicable): <u>Meredith Ivey</u>                                                                                                                                                                                                                                                   |                                           |                                                                                                                                        |                                                                                   |                                                                                          |                                                        |                                                       |                                |
| <u>Meredith Ivey</u> 10/11/2022                                                                                                                                                                                                                                                                        |                                           |                                                                                                                                        |                                                                                   |                                                                                          |                                                        |                                                       |                                |
| Secretary (If Applicable): <u>Dane Eagle</u>                                                                                                                                                                                                                                                           |                                           |                                                                                                                                        |                                                                                   |                                                                                          |                                                        |                                                       |                                |
| <u>Dane Eagle</u> 10/21/2022                                                                                                                                                                                                                                                                           |                                           |                                                                                                                                        |                                                                                   |                                                                                          |                                                        |                                                       |                                |
| DEO-PUR100 (Revised - 06/01/2017)                                                                                                                                                                                                                                                                      |                                           |                                                                                                                                        |                                                                                   |                                                                                          |                                                        |                                                       |                                |

**COMMENTS (If Applicable)**

**Agreement Manager**

**Contracts and Grants Administration**

**Revenue Management**

Please update grant # to DCF20 for CDBG-CV.

**Bureau Chief**

**Deputy Division Director**

**Deputy Secretary**

**Chief Financial Officer**

**Chief of Staff**

**Secretary**

DEO-PUR100 (Revised - 06/01/2017)

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

## Executive Briefing Template

| Issue Title: Alachua County has been awarded \$4,000,781.54 under the CARES Act Small Cities CDBG-CV Program – #H2500                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------|------|-------|----------------|-------------|-----|-------------|--------------|------------|--------------|----------------|-------------|---------------|-----------------------|--------------------|
| Originating Office/Division:<br>Small Cities Community Development Block Grant                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Preparer:<br>Blake Rockwood                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Date:<br>7/21/22   |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| Action Requested: Chief of Staff's approval of subgrant agreement relative to DEO's recent award of funds.                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| Issue Summary: DEO awarded Alachua County has been awarded \$4,000,781.54 under the CARES Act Small Cities CDBG-CV Program. The subgrant agreement is being routed for review and approval by the Chief of Staff.                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| Florida Statute: 290.046                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Lobbyist:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| Issue Start Date: 3/1/2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Due Date: As soon as possible.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| External Partners:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Cost: \$4,000,781.54                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| Inform: WPS: <input type="checkbox"/> DCD: <input type="checkbox"/> X: <input type="checkbox"/> SBD: <input type="checkbox"/> F&A: <input type="checkbox"/> IT: <input type="checkbox"/> InfoSec: <input type="checkbox"/> Comms: <input type="checkbox"/> Leg: <input type="checkbox"/> OGC: <input type="checkbox"/> OIG: <input type="checkbox"/> D.CoS: <input type="checkbox"/> CoS: <input type="checkbox"/> Dir: <input type="checkbox"/> OPB: <input type="checkbox"/> EoG: <input type="checkbox"/>                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| <b>Background:</b><br><br>The State of Florida was allocated over \$80 million by the U.S. Department of Housing and Urban Development (HUD) for the CDBG-CV program. Units of local government participated in a competitive application process to receive CDBG-CV funding. Programs funded through the CDBG-CV program must meet one of the three "national objectives" established by HUD: primarily benefiting low- to moderate-income individuals, addressing slum or blight, or meeting an urgent need within a community. | <b>Relevant Data:</b><br><br>Alachua County was awarded \$4,000,781.54 in CDBG-CV funds to convert a thirty-six room motel into housing for the homeless.<br><br>In addition to the DEO funds, the County is providing \$92,470 in leverage for the project.<br><br>The funded activities comply with the U.S. Department of Housing and Urban Development's limited clientele National Objective as it will provide shelter for homeless persons.<br><br>Agreement Period: 3/1/2022 – 9/30/2023. |                    |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| <table border="1"> <thead> <tr> <th>Budget</th> <th>CDBG</th> <th>Local</th> </tr> </thead> <tbody> <tr> <td>Administration</td> <td>\$79,200.00</td> <td>\$0</td> </tr> <tr> <td>Engineering</td> <td>\$320,062.53</td> <td>\$7,397.60</td> </tr> <tr> <td>Construction</td> <td>\$3,601,519.01</td> <td>\$85,072.73</td> </tr> <tr> <td><b>Totals</b></td> <td><b>\$4,000,781.54</b></td> <td><b>\$92,470.33</b></td> </tr> </tbody> </table>                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    | Budget | CDBG | Local | Administration | \$79,200.00 | \$0 | Engineering | \$320,062.53 | \$7,397.60 | Construction | \$3,601,519.01 | \$85,072.73 | <b>Totals</b> | <b>\$4,000,781.54</b> | <b>\$92,470.33</b> |
| Budget                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CDBG                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Local              |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$79,200.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0                |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| Engineering                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$320,062.53                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$7,397.60         |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$3,601,519.01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$85,072.73        |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| <b>Totals</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>\$4,000,781.54</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>\$92,470.33</b> |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| Three options: Please have the Secretary approve the subgrant agreement for award.                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| Next steps: After DEO Chief of Staff approves the subgrant agreement, it will be routed to the Town for execution.                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |
| Chief of Staff Notes: Approved                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |        |      |       |                |             |     |             |              |            |              |                |             |               |                       |                    |

Subgrant Contract Number: 22CV-S25  
FLAIR Contract Number: H2500  
CFDA Number: 14.228

## State of Florida Department of Economic Opportunity

### Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO"), and Alachua County, hereinafter referred to as the "Recipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) (CARES Act) makes available \$5 billion in Community Development Block Grant coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus,

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) administers the Community Development Block Grant (CDBG) Program and CDBG-CV Program at the Federal level and distributes grant funds to the states. The State of Florida has received CDBG-CV grant funds from HUD.

WHEREAS, DEO is the CDBG-CV grantee agency for the State of Florida, designated to receive funds annually for program purposes. As such, DEO is authorized to distribute CDBG-CV funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, pursuant to the requirements of Title 2, Code of Federal Regulations (C.F.R.), part 200 and 24 C.F.R. § 570, the Recipient is qualified and eligible to receive these federal grant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

#### (1) Scope of Work.

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables and Part 4 and Appendix A from Part 9 of the Recipient's Florida CDBG-CV Application for Funding submitted by the Recipient on October 29, 2021.

#### (2) Incorporation of Laws, Rules, Regulations, and Policies.

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, as now in effect and as may be amended from time to time, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. part 570 subpart I (the State Community Development Block Grant Program) and 24 C.F.R. part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities) and chapter 73C-23.00(81)(2), Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

#### (3) Period of Agreement.

This Agreement begins on March 1, 2022, (the "Effective Date") and ends on September 30, 2023 (the "Expiration Date"), unless otherwise terminated as provided in this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

**(4) Modification of Agreement.**

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit a cover letter signed by the Recipient's Chief Elected Official or by a duly authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO's designee within the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient's control, and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within the extension period. DEO may take into consideration the Recipient's progress and verifiable achievements at DEO's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the Agreement Closeout Procedures set forth in Attachment H, Reports.

**(5) Records.**

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the Final Closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date of Final Closeout, unless extended in writing by DEO. The record retention period may be extended in the following circumstances:

1. If any litigation, claim or audit is started before the six year period expires, and extends beyond the six year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.
3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement.



including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall comply with the following procedures:

1. Funds that are advanced to a Recipient pursuant to this Agreement ("Advanced Funds") shall be maintained in a bank account solely for Advanced Funds. No other funds, whether provided under this Agreement or otherwise, may be maintained in the Advanced Funds account, and Advanced Funds shall not be maintained in any other account.

2. For all other funds provided under this Agreement, the Recipient shall either (i) maintain all such funds in a separate bank account solely for such funds, or (ii) the Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all such funds. Regardless of whether the Recipient is operating under subsection (i) or subsection (ii), any Advanced Funds under this agreement shall be maintained in a separate bank account specifically for Advanced Funds.

3. There shall be no commingling of any funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments of this Agreement.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

#### **(6) Audit Requirements.**

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to [audit@deo.mylflorida.com](mailto:audit@deo.mylflorida.com). The Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form CV-47, that must be sent to DEO if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form CV-47, by June 30 following the end of each fiscal year in which it had an open CDBG-CV subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at [www.FloridaJob.org/CDBGRecipientInfo](http://www.FloridaJob.org/CDBGRecipientInfo) or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

#### **(7) Reports.**

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement.

The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

**(8) Monitoring.**

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subcontractors, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Description and Deliverables, Attachment B - Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

**(9) Liability.**

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(10), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold the State of Florida and DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subcontract agreement, contract, or subcontract.

(d) The Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors; provided, however, that Recipient shall not indemnify, defend, and

hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

(e) Further, Recipient shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Recipient's products or DEO's operation or use of Recipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Recipient's opinion is likely to become the subject of such a suit, Recipient may, at Recipient's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Recipient is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Recipient shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

(f) Recipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Recipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Recipient's sole expense, and (3) assistance in defending the action at Recipient's sole expense. Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Recipient's prior written consent, which shall not be unreasonably withheld.

(g) The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Recipient, retain such monies from amounts due Recipient as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Recipient or its affiliates to the State against any payments due Recipient under any Agreement with the State.

#### **(10) Events of Default.**

If any of the following events occur ("Events of Default"), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

- (a) If any warranty or representation made by the Recipient in the Recipient's Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- (b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;
- (c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or
- (d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

#### **(11) Remedies.**

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient's failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) of this Agreement, Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;



- (d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or
- (e) Exercise any corrective or remedial actions, including but not limited to:
  - 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
  - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - 3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.
- (f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

**(12) Dispute Resolution.**

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO's Agency Clerk. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**(13) Termination.**

- (a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.
- (d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.
- (e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

**(14) Notice and Contact.**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at CDBGGrantsManagement@deo.myflorida.com.

(b) The name and address of the grant manager for this Agreement is:

Vincent Aguiar, Government Operations Consultant II  
Florida CDBG-CV Program  
Department of Economic Opportunity  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508  
Telephone: (850) 717 – Fax: (850) 922-5609  
Email: Vincent.Aguiar@deo.myflorida.com; CC: CDBGGrantsManagement@deo.myflorida.com

(c) The name and address of the Recipient Project Contact for this Agreement is:

Stephen Weeks  
Alachua County  
218 SE 24<sup>th</sup> Street  
Gainesville, Florida, 32641  
Telephone: (352) 337-6285 - Fax: (352) 264-6709  
Email: SWeeks@alachuacounty.co

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative shall be provided as stated in Paragraph (14) of this Agreement.

**(15) Contracts.**

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractor hired by the contractor, is a minority business enterprise, as defined in section 288.703, F.S. The Recipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement. Any contract shall include the applicable Appendix II to 2 C.F.R. part 200 contract provisions for non-federal entity contracts. Documentation must also be maintained on-site by the Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

**(16) Terms and Conditions.**

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**(17) Attachments.**

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Project Description and Deliverables  
Attachment B – Project Detail Budget (Example)  
Attachment C – Activity Work Plan (Example)  
Attachment D – Program and Special Conditions  
Attachment E – Project Specific Conditions  
Attachment F – State and Federal Statutes, Regulations, and Policies  
Attachment G – Civil Rights Requirements  
Attachment H – Reports  
Attachment I – Warranties and Representations  
Attachment J – Audit Requirements  
Exhibit 1 to Attachment J – Funding Sources  
Attachment K – Audit Compliance Certification  
Attachment L – CDBG-CV Subrogation Agreement

**(18) Funding/Consideration.**

(a) The funding for this Agreement shall not exceed Four Million, Seven Hundred and Eighty-Two Dollars and Zero Cents (\$4,000,782.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-CV program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.

(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG CV funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) of this Agreement, Events of Default.

**(19) Repayments.**

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Community Development Block Grant Programs  
Cashier  
107 East Madison Street – MSC 400

Tallahassee, Florida 32399-6508

**(20) Mandated Conditions.**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hour written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

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

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

(e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 - 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation

of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(b)2, Mandated Conditions, of this Agreement; and

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

5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form CV-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form CV-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form CV-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form CV-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.

(j) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(i) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.475.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 506 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG-CV funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-CV funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG-CV funds (including CDBG-CV funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

#### **(21) Lobbying Prohibition.**

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



(b) The Recipient certifies, by its signature to this Agreement, that:

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

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

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

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

**(22) Copyright, Patent, and Trademark.**

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

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

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

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

**(23) Legal Authorization.**

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**(24) Public Record Responsibilities.**

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to [ESRequest@deocalifornia.com](mailto:ESRequest@deocalifornia.com) within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO 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 by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011(2), F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Recipient"), the Recipient shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient of the request as soon as practicable, and the Recipient must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.



(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient's waiver of a claim of exemption. The Recipient shall 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 Agreement term and following completion of the Agreement if the Recipient does not transfer the records to DEO upon completion, including termination, of the Agreement.

**(i) IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

#### **(25) Employment Eligibility Verification**

(a) Section 448.095, F.S. requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee

retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

- (b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

- (c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

**(26) Program Income.**

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG-CV funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form CV-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 200.046-200.048, F.S.; chapter 75C-23.0061, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG-CV activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

**(27) Independent Contractor.**

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and

necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**(28) Executive Order 21-223**

Pursuant to State of Florida Executive Order Number 21-223, Recipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Recipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

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**State of Florida  
Department of Economic Opportunity  
Federally Funded Subgrant Agreement  
Signature Page**

Subgrant Contract Number: 22CV-S25

FLAIR Contract Number: 112500

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

**Alachua County, Florida**

**Department of Economic Opportunity**

By: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature) (Authorized Signature)

Name: \_\_\_\_\_ Marilene Wheeler Name: \_\_\_\_\_ Diane Eagle  
Title: \_\_\_\_\_ Chair Title: \_\_\_\_\_ Secretary

Federal Tax ID#: \_\_\_\_\_ 59-6000501

Unique ID #: \_\_\_\_\_ H6MEAEKCCBM1

Approved as to form and legal sufficiency,  
subject only to the full and proper execution  
by the Parties

Office of the General Counsel  
Department of Economic Opportunity

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

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



## Attachment A – Project Description and Deliverables

**1. PROJECT DESCRIPTION:** Alachua County ("Recipient") has been selected to participate in the CDBG-CV Program. The Recipient will use CDBG-CV funds to convert an on-site vacant motel into a community center in support of testing and treatment for COVID-19. In addition to testing, the County will also convert the thirty-six (36) room motel into housing for the homeless who have been diagnosed with COVID-19 and are in need of a place to quarantine and isolate. This Project qualifies for CDBG-CV funding because it will prevent, prepare for, and respond to coronavirus. The Project also meets the limited clientele national objectives as it will exclusively provide housing to the homeless to quarantine and isolate after a COVID-19 diagnosis.

**2. RECIPIENT RESPONSIBILITIES:** The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Description and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget ("Project Detail Budget"), subject to the approval of DEO and in conformity with the current example attached to the Agreement as Attachment B. The Project Detail Budget must identify the maximum reimbursement amount allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of DEO and in conformity with the current example attached hereto as Attachment C. The Project Detail Budget and the Activity Work Plan may be modified by the unilateral determination of DEO or by mutual consent of the Parties.

**3. DEO'S RESPONSIBILITIES:** DEO shall receive and review the Project Deliverables and, upon DEO's acceptance of the Deliverables and receipt of the Recipient's pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.

**4. DELIVERABLES:**

Recipient agrees to provide the following services as specified:

| Deliverable No. 1 – Project Implementation                                  |                                                                                                                                                                                                                                                                                                     |                                                                                                                           |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Tasks                                                                       | Minimum Level of Service (to Submit a Request for Payment)                                                                                                                                                                                                                                          | Financial Consequences                                                                                                    |
| The Recipient shall complete the Project Implementation tasks listed below. | The Recipient shall be reimbursed upon completion of a minimum of one Project Implementation task on a per completed task basis. The Recipient's completion of the tasks will be evidenced by invoices noting completed tasks as well as payroll and other supporting documentation, as applicable. | Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request. |
| Deliverable No. 2 – Engineering Services                                    |                                                                                                                                                                                                                                                                                                     |                                                                                                                           |
| Tasks                                                                       | Minimum Level of Service (to Submit a Request for Payment)                                                                                                                                                                                                                                          | Financial Consequences                                                                                                    |
| The Recipient shall complete the Engineering Services tasks listed below.   | The Recipient shall be reimbursed upon completion of a minimum of ten percent (10%) of one Engineering Services task. The Recipient's completion of the tasks shall be evidenced by invoices                                                                                                        | Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request. |

### Attachment A – Project Description and Deliverables

|                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                           |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
|                                                                                           | noting the percentage of the tasks that have been completed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                           |
| <b>Deliverable No. 3 – Construction</b>                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                           |
| <b>Tasks</b>                                                                              | <b>Minimum Level of Service (to Submit a Request for Payment)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Financial Consequences</b>                                                                                             |
| The Recipient shall complete construction as detailed in Section 1 of this Scope of Work. | <p>Following a draw for mobilization*, the Recipient shall be reimbursed upon completion of a minimum of ten percent (10%) of the overall project. As evidence of percentage completed, the Recipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p> <p>*Mobilization refers to a contractor's mobilization of equipment, materials, and barriers to the work site(s).</p> | Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request. |
| <b>Total Award Not to Exceed: \$4,000,781.54</b>                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                           |

#### Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Developed policies for the Recipient related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
- Conducted activities related to the HUD-related environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended pre-bid conference, bid opening, or preconstruction meeting,
- Reviewed contractor payrolls and interviewed employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-kickback" Act,
- Maintained client files,
- Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by DEO,
- Prepared requests for funds for submission by the Recipient's authorized employee,
- Prepared subgrant modification documents for the Recipient to submit to DEO,
- Prepared the Administrative Closeout Report for submission by the Recipient,
- Prepare and submit detailed quarterly progress report, Section 3, or MBE/WBE report to DEO,
- Responded to citizen complaints,

## Attachment A – Project Description and Deliverables

- Prepared responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising, and
- Paid CDBG portion of required audit.

### Engineering Services Deliverable

Tasks that are eligible for reimbursement under the Engineering Services Deliverable are as follows:

- Basic Engineering Services
  - a) Developed the plan drawings for the project,
  - b) Developed the specifications for the project,
  - c) Developed the bid documents for the project,
  - d) Prepared permit applications,
  - e) Attended pre-bid/pre-construction conference,
  - f) Prepared change orders, and
  - g) Reviewed construction bids and make recommendation to the Recipient.
- Resident Inspection
  - a) Inspected construction activities for consistency with plans and specifications, and
  - b) Reviewed construction invoices and certify costs.
- Preliminary Engineering Services
  - a) Provided a cost estimate of the project, and
  - b) Assessed sites for the project.
- Additional Engineering Services
  - a) Conducted site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, such as route surveys,
  - b) Conducted laboratory tests, well tests, borings, and specialized geological soils, hydraulic, or other studies recommended by the engineer,
  - c) Conducted property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights,
  - d) Gathered necessary data and file maps for water rights,
  - e) Conducted redesigns ordered by the owner after final plans have been accepted by the owner and the local government, except redesigns to reduce the project cost to within the funds available and projects which received "readiness to proceed" points or a planning and design grant,
  - f) Appeared before courts or boards on matters of litigation or hearings related to the project,
  - g) Conducted environment assessments or environmental impact statements,
  - h) Performed detailed staking necessary for construction of the project in excess of the control staking,
  - i) Provided an operation and maintenance manual for a facility,
  - j) Conducted activities required to obtain state and federal regulatory agency construction permits,
  - k) Designed hookups, and
  - l) Paid the cost of engineering specialties such as electrical; hydro-geological services; biologists; and heating, ventilation, and air conditioning (HVAC).

**COST SHIFTING:** The deliverable amounts specified within Section 4 of this Scope of Work are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate

### **Attachment A – Project Description and Deliverables**

payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Recipient incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Recipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

The remainder of this page left blank intentionally.



### Attachment B – Project Detail Budget (Example)

|            |                      |     |                  |
|------------|----------------------|-----|------------------|
| Recipient: | Modification Number: | N/A | Contract Number: |
|------------|----------------------|-----|------------------|

| Activity   |             | Accomplishments |        | Beneficiaries |    |    |     | Budget         |             |         |             |
|------------|-------------|-----------------|--------|---------------|----|----|-----|----------------|-------------|---------|-------------|
| Activity # | Description | Unit            | Number | VLI           | LI | MI | All | CDBG-CV Amount | Other Funds | Source* | Total Funds |
|            |             |                 |        |               |    |    |     |                |             |         |             |
|            |             |                 |        |               |    |    |     |                |             |         |             |
|            |             |                 |        |               |    |    |     |                |             |         |             |
|            |             |                 |        |               |    |    |     |                |             |         |             |
|            |             |                 |        |               |    |    |     |                |             |         |             |
|            |             |                 |        |               |    |    |     |                |             |         |             |
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|            |             |                 |        |               |    |    |     |                |             |         |             |
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|            |             |                 |        |               |    |    |     |                |             |         |             |
|            |             |                 |        |               |    |    |     |                |             |         |             |
|            |             |                 |        |               |    |    |     |                |             |         |             |
| Totals:    |             |                 |        |               |    |    |     |                |             |         |             |

<sup>4</sup> Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

| Source | Other Funds Counted as Leverage | Other Funds Not Counted as Leverage |
|--------|---------------------------------|-------------------------------------|
| 1.     |                                 |                                     |
| 2.     |                                 |                                     |
| 3.     |                                 |                                     |
| 4.     |                                 |                                     |
| 5.     |                                 |                                     |

Attachment C – Activity Work Plan (Example)

Recipient: \_\_\_\_\_ Activity: \_\_\_\_\_ Project Budget: \_\_\_\_\_  
Contract Number: \_\_\_\_\_ Date Prepared: \_\_\_\_\_ Modification Number: N/A

| Start Date<br><small>(month/year)</small> | End Date<br><small>(month/year)</small> | Describe Proposed Action to be Completed by the "End Date."<br><small>Examples of Actions: Prepare Administrative or Design; Complete Environmental Review and Obtain Review of Plans; Prepare W-9s; Complete and Submit Design and Specifications; Obtain for and Open Bids; Issue Orders for Permit; Construction Completion (25, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent); Complete Construction Progressed Review; Obtain Availability of Housing Stabilization Plans; Complete Rankings of Homes for PHA; Monitor of Home Rehabilitation; and Submit Closure Package to DPH.</small> | Estimated Units to be Completed by the "End Date" | Estimated Funds to be Requested by the "End Date" |
|-------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
|                                           |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                   |                                                   |
|                                           |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                   |                                                   |
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## Attachment D – Program and Special Conditions

### Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
  - a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
    - Request approval for all professional service contracts; and
    - Submit an initial payment request for administrative services, if applicable.
  - b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
    - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
    - Request a wage decision(s) using DEO form CV-56 for applicable construction activities if points were received on the application for "Readiness to Proceed."
  - c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO's written acceptance of the plans and specifications if Recipient received points for "Readiness to Proceed" on its Application for Funding.
  - d. If the Recipient did not receive points for "Readiness to Proceed," it must request a wage decision(s) using DEO form CV-56 at least 30 days before advertising for its construction procurement.
2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B - Project Detail Budget, Attachment A- Project Description and Deliverables, Recipient Responsibilities, and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original CDBG-CV Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG-CV funds based on a minimum experience requirement. However, a firm's experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the "responsibility" of a firm when determining the "low, responsive, responsible bidder" for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG-CV procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
  - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
  - b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;

## Attachment D – Program and Special Conditions

- c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;
- d. Nothing in subparagraphs a., b., or c., above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
- e. Each public notice for procurement of CDBG-CV professional services, except for application preparation, must identify either the CDBG funding source (CDBG-CV) or the CDBG-CV contract number;
- f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319; and
- g. Any RFP which includes more than one service shall provide the following:
  - Proposals may be submitted for one or more of the services;
  - Qualifications and proposals shall be separately stated for each service; and
  - Separate evaluations shall be done on the proposals for each service.If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
7. The Recipient is not required to publish an RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
8. A Recipient may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG-CV funds must be shown separately so that the bid proposal identifies the CDBG-CV activities and the amount of the contract to be reimbursed with CDBG-CV funding.
10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG-CV funds. Copies of the following procurement documents must be provided to DEO for review:
  - a. A copy of the Request for Proposals (RFP);
  - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
  - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
  - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
  - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);



## Attachment D – Program and Special Conditions

- f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
  - g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
  - h. A copy of a cost analysis for all procurements of engineering services;
  - i. A copy of the minutes from the commission/council meeting approving contract award;
  - j. A copy of the proposed contract;
  - k. Truth in Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
  - l. If a protest was filed, a copy of the protest and documentation of resolution;
  - m. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG-CV funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
  - n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.
- DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.
- The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-CV funds to pay for professional services.
12. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed \$5,000, the Recipient shall complete the following:
    - a. Submit for DEO's approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-CV funds for that contract.
    - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the "Authority to Use Grant Funds."**
    - c. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
  13. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

## Attachment D – Program and Special Conditions

If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-CV assisted project.

14. For construction projects, the Recipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
15. For each procured contract for construction services for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents:
  - a. A copy of the bid advertisement, including an affidavit of publication;
  - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
  - c. A copy of the bid tabulation sheet;
  - d. A copy of the engineer's recommendation to award;
  - e. A letter requesting sole source approval, if applicable;
  - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
  - g. Completed copies of the following forms for all prime contractors and subcontractors:
    - Form CV-51 – Bidding Information and Contractor Eligibility;
    - Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
    - Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
    - Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
    - Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor); and;
    - Form CV-54 (if applicable) – Documentation for Business Claiming Section 3 Status

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- b. Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
- c. Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
- d. Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

## Attachment D – Program and Special Conditions

16. For each procured construction contract or agreement, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form CV-57 – Employee/Employer Wage Scale Agreement after the construction contract has been awarded.
17. For construction projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
  - a. Notice to Proceed;
  - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1; and
  - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1.
18. The Recipient shall undertake an activity each year to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG-CV funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
  - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
  - The CDBG-CV portion of the cost of post-administrative closeout audits.
20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG-CV funds for a period of five years.
21. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-CV funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
22. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. part 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
  - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-CV-funded activity; and
  - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
24. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.



## **Attachment D – Program and Special Conditions**

25. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-CV financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S.
26. Any payment by the Recipient using CDBG-CV funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-CV funds.
27. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
28. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
29. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

### **Special Conditions**

1. Alachua County will develop, adopt or revise the following plans, policies, ordinances, and or resolutions within 90 of receipt of this award.
2. Updated Self-Evaluation Report.
3. Revised Transition Plan.



## **Attachment E – Project Specific Conditions for Housing Rehabilitation**

1. The Recipient must meet a "National Objective" for each service area addressed with CDBG-CV funds. If a National Objective is not met for a service area, all CDBG-CV funds received for the activities conducted in that service area must be repaid.
2. If the Recipient installs water lines with CDBG-CV funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. Hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
3. The Recipient is responsible for verifying and maintaining documentation that households receiving direct benefits, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low- and moderate-income National Objective. The Recipient shall maintain homeowner files locally and at a minimum include the following:
  - a. The name of the owner, the address of the property, and family size;
  - b. The method and source documentation used to verify household income;
  - c. Documentation that the income of the household is below Section 8 income limits based on family size;
  - d. The method and source documentation used to verify home ownership; and
  - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.

4. The Recipient shall provide the following data in its Administrative Closeout Report for each CDBG-CV funded activity:
  - a. For activities which provide indirect benefits (e.g., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefits (e.g., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons;
  - b. The number of moderate-income (MI), low-income (LI), and very low-income (VLI) beneficiaries proposed and actually served;
  - c. The name of each head of household, owner's name (if different), and address of each housing unit hooked up to water or sewer service with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV funds spent on that housing unit; and
  - d. The racial demographics and ethnicity of the head of each household using the following descriptions:

|                                                |                                                            |
|------------------------------------------------|------------------------------------------------------------|
| 1) White,                                      | 7) Asian and White,                                        |
| 2) African American,                           | 8) African American and White,                             |
| 3) Asian,                                      | 9) American Indian/Alaskan Native and African American, or |
| 4) American Indian or Alaskan Native,          | 10) Other Multi-Racial, and                                |
| 5) Native Hawaiian/Pacific Islander,           | 11) If the head of household is Hispanic                   |
| 6) American Indian or Alaskan Native and White |                                                            |
5. The Recipient shall only provide assistance for the rehabilitation of and/or for the hookup of utilities to housing units that are occupied by very low-, low- and moderate-income persons to meet the "National

## **Attachment E – Project Specific Conditions for Housing Rehabilitation**

Objective<sup>27</sup> of providing assistance to low- and moderate-income persons. If a National Objective is not be met for an activity, all CDBG-CV funds received for the activity must be repaid.

6. The Recipient shall ensure that no rehabilitation contract between a very low-, low- or moderate-income homeowner and a contractor is signed before the Authority to Use Grant Funds has been issued and the site specific environmental review for the home has been approved by DEO.
7. For a county Recipient, all housing units that are rehabilitated shall be located in the unincorporated portion of the county. For a municipal Recipient, all housing units that are rehabilitated shall be located within the jurisdictional limits of the Recipient.
8. The Recipient must comply with its Housing Assistance Plan (HAP) that was provided to DEO as part of the application process. DEO approval is required for HAP revisions made after the application deadline. The Recipient agrees that the HAP will be followed unless waived by the governing body.
9. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the Florida Department of Business & Professional Regulation. All work performed on a septic tank or an issue related to a septic tank shall be performed by a licensed septic tank contractor certified by the Florida Department of Health.
10. Rehabilitation of all housing units funded in part or in full with CDBG-CV funds must be in compliance with the current Florida Building Code – Existing Buildings, as well as local building codes and local maintenance codes. If housing units must be replaced, construction of new units must be in full compliance with current Florida Building Code.
11. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973, as amended. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a 100-year floodplain that is rehabilitated to any extent with CDBG-CV funds shall be insured under the National Flood Insurance Program. The flood insurance must be at least equal to the amount spent on the rehabilitation. Homeowners in a 100-year floodplain that do not maintain flood insurance will be exempt from receiving future federal disaster related funds per section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a.
12. When CDBG-CV funds are expended to acquire property through a voluntary process for the purpose of assisting low- and moderate income households to relocate out of a 100-year floodplain, the following shall apply:
  - a. Future development of the property acquired shall be prohibited, unless the use does not increase the property's impervious surface;
  - b. The local government may retain title to the property or transfer the title to a land conservancy agency or program, subject to DEO approval, at DEO sole and absolute discretion;
  - c. The beneficiaries shall agree in writing to relocate permanently outside the 100-year floodplain;
  - d. Any beneficiaries who subsequently relocate into a 100-year floodplain shall not be provided any direct benefit with CDBG-CV funds at any future point in time, and this restriction shall be noted in the relocation document signed by the beneficiaries in subparagraph 8.c., above; and
  - e. All structures on the property shall be demolished or relocated out of the floodplain.
13. The Recipient shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead Based Paint pursuant to 24 C.F.R. § 570.487 and 24 C.F.R. part 35, Subparts B, J, and R. A Recipient can

## **Attachment E – Project Specific Conditions for Housing Rehabilitation**

request reimbursement from the housing rehabilitation line item of its budget for the cost of a lead-based paint inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Recipient is required to:

- a. Prohibit the use of lead-based paint;
  - b. Notify potential beneficiaries of the hazards of lead-based paint;
  - c. Inspect properties built before 1978 prior to initiating rehabilitation to determine if lead-based paint is present;
  - d. If lead-based paint is found, undertake appropriate protection of workers and occupants during the abatement process;
  - e. Ensure proper lead-based paint clean up and disposal procedures are used; and,
  - f. Retain records of enforcement and monitoring for at least six years after final closeout of the subgrant.
14. The Recipient shall also adopt and implement procedures to fulfill regulatory and statutory asbestos related requirements per 40 C.F.R. Part 61, Subpart M (61.145 and 61.150) established by the U.S. Environmental Protection Agency Clean Air Act Section 112 under the National Emissions Standards for Hazardous Air Pollutant (NESHAP). A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of asbestos inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Florida Department of Environmental Protection (FDEP) administers the asbestos removal program under Chapter 62-257, F.A.C. and requires:
- a. Inspection of properties by a licensed inspector for the rehabilitation or demolition of homes in close proximity to one another or as part of a larger project;
  - b. Notification provided to the appropriate FDEP office of asbestos removal with a notice of demolition or asbestos renovation within 10 working days before activities begin; and,
  - c. Removal of asbestos by a licensed asbestos contractor.
15. Mobile homes constructed before 1993 shall not be rehabilitated. If a homeowner of a mobile home constructed before 1993 is selected for assistance, the Recipient shall replace the mobile home with either a new site-built home or a new mobile home.
16. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the Recipient prior to initiation of work based on that change order.
17. To document completion of construction, each housing unit case file shall contain the following information:
- a. A statement from the licensed contractor certifying that all items on the initial work write-up and those modified through change orders are complete;
  - b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist;
  - c. A copy of the contractor's license;



### **Attachment E – Project Specific Conditions for Housing Rehabilitation**

- d. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and
  - e. A 12-month warranty of work and materials from the contractor to the homeowner that begins when the Certificate of Occupancy or the Certificate of Completion are issued.
14. If homes to be rehabilitated with CDBG-CV grant funds will be selected from an existing list of State Housing Initiatives Partnership (SHIP) applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG HAP. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.
15. The following data will be provided, by housing unit, as part of the administrative closeout for each activity providing direct benefit (e.g., housing rehabilitation, temporary relocation, hookups, etc.), summarized by activity and submitted with the administrative closeout package:
- a. Name of each head of household and address of each housing unit rehabilitated with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV and non-CDBG-CV funds spent on that housing unit;
  - b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the moderate-income, low-income or very low income status of the household;
  - c. The number of occupants in the household, categorized by gender; and
  - d. The racial demographics and ethnicity of the head of each household using the following descriptions:
    - 1) White,
    - 2) African American,
    - 3) Asian,
    - 4) American Indian or Alaskan Native,
    - 5) Native Hawaiian/Pacific Islander,
    - 6) American Indian or Alaskan Native and White
    - 7) Asian and White,
    - 8) African American and White,
    - 9) American Indian/Alaskan Native and African American, or
    - 10) Other Multi-Racial; and
    - 11) If the head of household is Hispanic.

### **Attachment E – Project Specific Conditions for Economic Development**

1. This project must meet the "Public Benefit Standards" by having a cost per job (subgrant amount divided by total full-time equivalent jobs created) of less than \$35,000. For each contracted job (See Attachment A – Project Descriptions and Deliverables) not created, the Recipient shall repay DEO \$35,000.
2. This project must meet a "National Objective" by having at least 51 percent of all jobs created being held by persons from low- and moderate-income households. If this National Objective is not achieved, the Recipient shall be required to pay back all CDBG-CV funds down down, except for funds expended for subgrant administration, unless DEO, in its sole, reasonable discretion, determines the Recipient is at fault for the failure to meet this National Objective.
3. The Recipient shall enter into a Participating Party Agreement with each Participating Party in accordance with the terms of this Agreement. The Recipient shall include in each Participating Party Agreement that the Participating Party agrees to perform the specific activities described in the Subgrant Application and this Agreement, and each Participating Party Agreement must include at a minimum the following provisions:
  - a. The Participating Party shall create and/or retain and satisfactorily document the creation and/or retention of at least the number of full-time equivalent permanent net new jobs and the number of full-time equivalent permanent net new jobs to be held by members of low- and moderate-income families as specified on Form E-3 (if applicable for job retention) and E-4 of the Recipient's Application for Funding, Attachment A – Project Description and Deliverables of this agreement and on the Project Detail Budget. If more than the number of full-time equivalent permanent net new jobs specified in Form E-4 of the Recipient's Application for Funding, Attachment A – Project Description and Deliverables of the Subgrant Agreement and on the Attachment B - Project Detail Budget are created and/or retained, 51 percent of those jobs shall be made available to members of low- and moderate-income families. These jobs shall be created and/or retained no later than the termination date of the Recipient's Subgrant Agreement, as it may be amended. Documentation shall be the CDBG-CV Program Pre-Employment Household Income Certification Form, Form CV-50, for each job created or retained, and a certified payroll that verifies that the jobs documented on the forms were filled at a particular point in time. The documentation of the creation and/or retention of these jobs shall be retained by the Participating Party for a period of six years following the completion of review and clearance of a final audit for this Agreement;
  - b. The Participating Party must comply with Chapter 119, F.S., for all documents, papers, letters or other materials subject to the provisions of Chapter 119, F.S., and made or received by the Participating Party in conjunction with the Subgrant Agreement or the Participating Party Agreement. The failure of the Participating Party to comply with Chapter 119, F.S. is an act of default and cause for the unilateral cancellation of the Participating Party Agreement and the Subgrant Agreement;
  - c. The Participating Party agrees that any failure to: (i) create, retain, or cause to be created and/or retained the number of jobs listed in the Recipient's Subgrant Agreement to be held by members of low- and moderate-income families; (ii) satisfactorily document the creation and/or retention of the agreed upon number of jobs to be held by low- and moderate-income families, or (iii) to expend or satisfactorily document the expenditure of the full amount of leverage dollars agreed upon in the Recipient's Application is an act of default;
  - d. The Participating Party shall provide any training necessary to equip members of low- and moderate-income families with the skills required to obtain or retain the full-time equivalent jobs created and/or retained through the Recipient's Subgrant Agreement;

## **Attachment E – Project Specific Conditions for Economic Development**

- e. The Participating Party shall expend at a minimum the amount of leverage referenced on Form L-1 of the Application for Funding and on the Attachment B – Project Detail Budget. The funds must be expended on project related costs, and the Participating Party shall furnish documentation of expenditures. Construction costs shall not be expended until after DEO issues the Authority to Use Grant Funds, but administrative and engineering costs, including costs for conducting the environmental review, can be expended after the site visit. This documentation shall be provided to the Recipient in a form and content satisfactory to DEO that allows accurate ready comparison between expenditures and related activities as defined on Form L-1 of the Application for Funding. This documentation shall be provided to the Recipient as the expenditures occur;
- f. The Participating Party shall ensure that one or more buildings are constructed which shall accommodate, at a minimum, the facility described in the Subgrant Application (the "Participating Party Facility"). The building(s) shall remain titled in the name of the Participating Party until all requirements in paragraph 3a. above have been satisfied;
- g. The Participating Party shall develop a schedule which identifies the start date for construction of its facilities; the dates by which such construction will be 25 percent, 50 percent, 75 percent, and 100 percent complete; the date that hiring of employees will begin; and the date by which all employees will be hired, which shall be on or before the termination date of this Agreement. These same Participating Party milestones shall be made an attachment to the Participating Party Agreement, and shall be included in the Activity Work Plan, Attachment C to this Agreement. Timely satisfaction of these milestones shall be used in determining whether the Recipient is "on schedule" under this Agreement;
- h. Participating Party attests that the assisted activity *will/will not* result in the relocation of any industrial or commercial plant, facility, or operation from one Labor Market Area (LMA) to another, and, if so, the number of jobs that will be relocated from each LMA;
  - (i) The Participating Party certifies from that neither it, nor any of its subsidiaries, have plans to relocate jobs at the time this agreement is signed that would result in a significant loss of job(s) as defined in 24 C.F.R. § 570.482(i);
  - (ii) The Participating Party agrees to reimburse the Recipient any CDBG-CV assistance provided to, or expended on behalf of, the Participating Party, in the event that such assistance results in the relocation of jobs as prohibited under 24 C.F.R. § 570.482(h).
- i. The Participating Party shall submit a detailed quarterly report to the Recipient that demonstrates its progress toward achieving the milestones set forth in the Participating Party Activity Work Plan. The Participating Party shall deliver each report to the Recipient no later than the end of each quarter, until submission of the administrative closeout report by the Recipient. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31;
- j. The Participating Party shall notify the Recipient in writing when it begins hiring for the required jobs and when it has completed hiring for the required jobs;
- k. The Participating Party, if requested by the Recipient, shall provide to the Recipient or its agents such reasonable information concerning the project as the Recipient may reasonably require as it relates specifically to the conditions of the grant;



### **Attachment E – Project Specific Conditions for Economic Development**

- i. That the Participating Party shall begin construction and furnish to the Recipient evidence of the Participating Party's commencement of construction on the Participating Party Facility within the time frame specified in the Participating Party Schedule;
    - ii. That prior to execution of the Participating Party Agreement, DEO must approve the Participating Party Agreement, including any amendments thereto, in writing. The right of approval granted to DEO with respect to the Participating Party Agreement between the Recipient and the Participating Party shall survive the term of this Agreement. DEO does not assume any liability or responsibility for the accuracy or enforceability of the Participating Party Agreement through the exercise of this right of approval;
    - iii. The Participating Party Agreement shall not expire until the issuance of a letter of Administrative Closeout of this Agreement; however, all required job creation must be completed and documented by the termination date of this Agreement. Extension of the Subgrant Agreement shall act as an extension of the Participating Party Agreement. Failure of the Recipient to notify the Participating Party of such an extension shall not invalidate this provision;
    - iv. The Participating Party shall utilize the service of the local workforce development board and/or advertise the newly created employment positions in one or more of the local newspapers that serve the city/county.
4. The Recipient shall track all new jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG-CV funds. New businesses that would otherwise not be able to locate to the project site and existing businesses that are now able to expand or create new jobs because of the availability of infrastructure being provided through this Agreement must agree to provide such information as a condition of hookups and building permits. The aggregate of all jobs created or retained as a result of the infrastructure shall be counted to ensure that 51 percent of all new full-time equivalent jobs are taken by or made available to low and moderate-income persons. Tracking and retention of said job creation shall continue until a cost per job of under \$10,000 is reached or one (1) year following the completion of the CDBG-CV funded infrastructure, whichever comes first.
5. The Recipient shall maintain records of the Participating Party's expenditure of funds that will allow accurate and ready comparison between the expenditures and contracted budget line items by contracted activity in the Attachment B - Project Detail Budget.
6. The Recipient may seek reimbursement for application preparation costs incurred prior to the date of the Agreement provided the costs were requested in the Application for Funding and the required documentation was provided.  
  
Should this Agreement not be executed by DEO, or should the procurement process be subsequently determined not to meet program requirements, no reimbursement shall be allowed.
7. The Recipient shall ensure the design and construction of only the minimum acceptable level of infrastructure to provide the required levels of service for the on-going operations of the Participating Party in the project area. The Recipient shall demonstrate that the route chosen for construction of said infrastructure (when appropriate) is the least expensive of the available alternative routes. Documentation of the satisfaction of this requirement shall be in the form of a certification from a licensed engineer, bearing said engineer's seal.

## Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(i) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 200.0401-200.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpl-notices/>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320003), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis-Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland "Anti-Kickback" Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.



## **Attachment F – State and Federal Statutes, Regulations, and Policies**

34. FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and Other Formula Programs.

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## Attachment G – Civil Rights Requirements

### Fair Housing

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will "affirmatively further fair housing" in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website;
- 4) Establish a system to record the following for each fair housing call:
  - a) The nature of the call,
  - b) The actions taken in response to the call,
  - c) The results of the actions taken, and
  - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each year; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Posting a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-CV project file and include information about the activities in the comment section of the quarterly report during which the activity was undertaken.

## Attachment G – Civil Rights Requirements

### Equal Employment Opportunity

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-CV funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website; and
- 4) Establish a system to record the following for each EEO call:
  - a) The nature of the call;
  - b) The actions taken in response to the call; and
  - c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-CV-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://oddmw.myflorida.com/directories>.

### Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-CV funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a) Has a physical or mental impairment which substantially limits one or more major life activities;
  - b) Has a record of such an impairment; or
  - c) Is regarded as having such an impairment.
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website; and

## Attachment G – Civil Rights Requirements

- 4) Establish a system to record the following for each Section 504/ADA call:
  - a) The nature of the call,
  - b) The actions taken in response to the call, and
  - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-CV-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-CV-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:



## Attachment G – Civil Rights Requirements

### *Section 3 Required Language*

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

### **Whistleblower Protection**

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L. 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L. 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

## Attachment G – Civil Rights Requirements

### Civil Rights Regulations

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(h) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-CV funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 5 of the Housing and Urban Development Act of 1968, as amended – Economic Opportunities for low- and very low-income persons.

I hereby certify that Alachua County shall comply with all the provisions and Federal regulations listed in this attachment.

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

Name: \_\_\_\_\_  
Manhelen Wheeler

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

## Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC 65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.hud.gov/Gateway/reference.asp?No=Ref.05360>, which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SEPA reporting system at <https://desera.ny.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC 62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-CV-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
  - b. Documentation of any leverage expended after the last on-site monitoring visit;
  - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
  - d. Documentation that all citizen complaints related to the project have been resolved;
  - e. A list of the homes receiving direct benefit, if applicable; and,
  - f. Certification that each housing unit assisted was located within the Recipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
  - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
  - h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-CV-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.



## Attachment H – Reports

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to [audit@deo.mtflorida.com](mailto:audit@deo.mtflorida.com) within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. **Section 3 Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 C.F.R. § 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 C.F.R. § 75.25(b).

Section 3 compliance efforts must be reported through DEO's SERA reporting system by July 31, annually. DEO maintains a Section 3 Summary Report form which must be used to report annual accomplishments regarding employment, labor hours worked, and other economic opportunities provided to persons and businesses that meet "Section 3" requirements.

7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C – Activity Work Plan. DEO will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG-CV funds (collectively "reimbursements"), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, CV-68.

8. All forms referenced herein are available online at [www.floridajobs.org/CDBGRecipientInfo](http://www.floridajobs.org/CDBGRecipientInfo) or upon request from the DEO grant manager for this Agreement.



## **Attachment I – Warranties and Representations**

### **Financial Management**

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

### **Competition**

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

### **Codes of Conduct**

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (See 2 C.F.R. § 200.318(c)(1).)

### **Business Hours**

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### **Licensing and Permitting**

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

## Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

### MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements) and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### AUDITS

#### PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. part 200 subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to addressee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).
4. Although 2 C.F.R. part 200 subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://hacvester.com/un.gov/facweb/Resources.aspx>

## Attachment J – Audit Requirements

### PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

### PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
  - A. Department of Economic Opportunity  
Financial Monitoring and Accountability (FMA)  
The copy submitted to the FMA section should be sent via email to: [FMA-RWR@deso.myfloridainc.com](mailto:FMA-RWR@deso.myfloridainc.com)
  - B. The Federal Audit Clearinghouse designated in 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, electronically at: <https://harcaster.com/us/gov/facsrch/>



## Attachment J – Audit Requirements

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
  - A. DEO at the following address:  
  
Electronic copies: [Audit@den.com.fl.us](mailto:Audit@den.com.fl.us)
  - B. The Auditor General's Office at the following address:  
  
Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450  
  
Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)
4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

### PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

## Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

|                                                      |                                                                                                                                                        |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Federal Awarding Agency:                             | U.S. Department of Housing and Urban Development                                                                                                       |
| Federal Funds Obligated to Recipient:                | \$4,000,781.54                                                                                                                                         |
| Catalog of Federal Domestic Assistance Title:        | Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii                                                                |
| Catalog of Federal Domestic Assistance Number:       | 14.228                                                                                                                                                 |
| Project Description:                                 | Funding is being provided for needed infrastructure improvements to benefit low- and moderate income persons residing in the Recipient's jurisdiction. |
| <i>This is not a research and development award.</i> |                                                                                                                                                        |

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

**Federal Program**

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 C.F.R. § 200.352 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

## Attachment K – Audit Compliance Certification

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to <a href="mailto:jaahit@deo.stateflorida.com">jaahit@deo.stateflorida.com</a>.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |
| Recipient:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |
| FEIN:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Recipient's Fiscal Year:           |
| Contact Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Contact's Phone:                   |
| Contact's Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |
| <p>1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</b></p> |                                    |
| <p>2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</b></p>                                                                                                                                          |                                    |
| <p><b>By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; border-bottom: 1px solid black;"></div> <div style="width: 45%; border-bottom: 1px solid black;"></div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |
| Signature of Authorized Representative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Date:                              |
| Printed Name of Authorized Representative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Title of Authorized Representative |

## **Attachment L – CDBG-CV Subrogation Agreement**

**State of Florida  
Department of Economic Opportunity  
Federally-Funded Community Development Block Grant CARES (CDBG-CV)  
Subrogation Agreement**

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant CARES Act Program (the "CDBG-CV Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to contribution and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (individually, a "CARES Act Program" and collectively, the "CARES Act Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-CV Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-CV Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable CDBG-CV Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-CV Program, the Policies, any amounts received under the CDBG-CV Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-CV Program in an amount greater than the amount



### **Attachment L – CDBG-CV Subrogation Agreement**

Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-CV Program or the Subrecipient determines not to participate in the CDBG-CV Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will resign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

**Warning:** Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

**Alachua County**

**Department of Economic Opportunity**

By: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature) (Authorized Signature)

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Marbelen Wheeler Dawn Eagle

Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Chair Secretary



Subgrant Contract Number: 22CV-525

FLAIR Contract Number: H2500

CFDA Number: 14.228

**State of Florida  
Department of Economic Opportunity**

**Federally-Funded Community Development Block Grant CARES (CDBG-CV)  
Subgrant Agreement**

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO"), and Alachua County, hereinafter referred to as the "Recipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) (CARES Act) makes available \$5 billion in Community Development Block Grant coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus;

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) administers the Community Development Block Grant (CDBG) Program and CDBG-CV Program at the Federal level and distributes grant funds to the states. The State of Florida has received CDBG-CV grant funds from HUD;

WHEREAS, DEO is the CDBG-CV grantee agency for the State of Florida, designated to receive funds annually for program purposes. As such, DEO is authorized to distribute CDBG-CV funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs;

WHEREAS, pursuant to the requirements of Title 2, Code of Federal Regulations (C.F.R.), part 200 and 24 C.F.R. § 570, the Recipient is qualified and eligible to receive these federal grant funds in order to provide the services identified herein;

NOW THEREFORE, DEO and the Recipient agree to the following:

**(1) Scope of Work.**

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables and Part 4 and Appendix A from Part 9 of the Recipient's Florida CDBG-CV Application for Funding submitted by the Recipient on October 29, 2021.

**(2) Incorporation of Laws, Rules, Regulations, and Policies.**

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, as now in effect and as may be amended from time to time, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. part 570 subpart I (the State Community Development Block Grant Program) and 24 C.F.R. part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities) and chapter 73C-23.0081(2), Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

**(3) Period of Agreement.**

This Agreement begins on March 1, 2022, (the "Effective Date") and ends on September 30, 2023 (the "Expiration Date"), unless otherwise terminated as provided in this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

**(4) Modification of Agreement.**

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit a cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO's designee within the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient's control, and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within the extension period. DEO may take into consideration the Recipient's progress and verifiable achievements at DEO's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the Agreement Closeout Procedures set forth in Attachment H, Reports.

**(5) Records.**

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the Final Closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date of Final Closeout, unless extended in writing by DEO. The record retention period may be extended in the following circumstances:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement.

including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall comply with the following procedures:

1. Funds that are advanced to a Recipient pursuant to this Agreement ("Advanced Funds") shall be maintained in a bank account solely for Advanced Funds. No other funds, whether provided under this Agreement or otherwise, may be maintained in the Advanced Funds account, and Advanced Funds shall not be maintained in any other account.

2. For all other funds provided under this Agreement, the Recipient shall either (i) maintain all such funds in a separate bank account solely for such funds, or (ii) the Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all such funds. Regardless of whether the Recipient is operating under subsection (i) or subsection (ii), any Advanced Funds under this agreement shall be maintained in a separate bank account specifically for Advanced Funds.

3. There shall be no commingling of any funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(c), Repayments of this Agreement.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

**(6) Audit Requirements.**

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to [audit@leo.mt.florida.com](mailto:audit@leo.mt.florida.com). The Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form CV-47, that must be sent to DEO if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form CV-47, by June 30 following the end of each fiscal year in which it had an open CDBG-CV subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at [www.FloridaJobs.org/CDBGRecipientInfo](http://www.FloridaJobs.org/CDBGRecipientInfo) or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

**(7) Reports.**

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement.

The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

**(8) Monitoring.**

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Description and Deliverables, Attachment B - Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

**(9) Liability.**

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold the State of Florida and DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(d) The Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors, provided, however, that Recipient shall not indemnify, defend, and

hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

(e) Further, Recipient shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Recipient's products or DEO's operation or use of Recipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Recipient's opinion is likely to become the subject of such a suit, Recipient may, at Recipient's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Recipient is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Recipient shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

(f) Recipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Recipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Recipient's sole expense, and (3) assistance in defending the action at Recipient's sole expense. Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Recipient's prior written consent, which shall not be unreasonably withheld.

(g) The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Recipient, retain such monies from amounts due Recipient as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Recipient or its affiliates to the State against any payments due Recipient under any Agreement with the State.

#### **(10) Events of Default.**

If any of the following events occur ("Events of Default"), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in the Recipient's Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

#### **(11) Remedies.**

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient's failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) of this Agreement, Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

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

- (d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or
- (e) Exercise any corrective or remedial actions, including but not limited to:
  - 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
  - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - 3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.
- (f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

#### **(12) Dispute Resolution.**

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO's Agency Clerk. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

#### **(13) Termination.**

- (a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any documents, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14 days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.
- (d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.
- (e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.



**(14) Notice and Contact.**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at [CDBGGrantsManagement@deo.myflorida.com](mailto:CDBGGrantsManagement@deo.myflorida.com).

(b) The name and address of the grant manager for this Agreement is:

Vincent Aguirre, Government Operations Consultant II  
Florida CDBG-CV Program  
Department of Economic Opportunity  
107 East Madison Street - MSC 400  
Tallahassee, Florida 32399-6508  
Telephone: (850) 717- -- Fax: (850) 922-5609  
Email: [Vincent.Aguirre@deo.myflorida.com](mailto:Vincent.Aguirre@deo.myflorida.com); CC: [CDBGGrantsManagement@deo.myflorida.com](mailto:CDBGGrantsManagement@deo.myflorida.com)

(c) The name and address of the Recipient Project Contact for this Agreement is:

Stephen Weeks  
Alachua County  
218 SE 24<sup>th</sup> Street  
Gainesville, Florida, 32641  
Telephone: (352) 337-6285 - Fax: (352) 264-6709  
Email: [SWeeks@alachuacounty.us](mailto:SWeeks@alachuacounty.us)

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative shall be provided as stated in Paragraph (14) of this Agreement.

**(15) Contracts.**

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority business enterprise, as defined in section 288.703, F.S. The Recipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement. Any contract shall include the applicable Appendix II to 2 C.F.R. part 200 contract provisions for non-federal entity contracts. Documentation must also be maintained on-site by the Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

**(16) Terms and Conditions.**

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**(17) Attachments.**

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
  - Attachment A – Project Description and Deliverables
  - Attachment B – Project Detail Budget (Example)
  - Attachment C – Activity Work Plan (Example)
  - Attachment D – Program and Special Conditions
  - Attachment E – Project Specific Conditions
  - Attachment F – State and Federal Statutes, Regulations, and Policies
  - Attachment G – Civil Rights Requirements
  - Attachment H – Reports
  - Attachment I – Warranties and Representations
  - Attachment J – Audit Requirements
    - Exhibit I to Attachment J – Funding Sources
  - Attachment K – Audit Compliance Certification
  - Attachment L – CDBG-CV Subrogation Agreement

**(18) Funding/Consideration.**

- (a) The funding for this Agreement shall not exceed Four Million, Seven Hundred and Eighty-Two Dollars and Zero Cents (\$4,000,782.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.
- (b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.
- (c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-CV program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.



(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-CV funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) of this Agreement, Events of Default.

**(19) Repayments.**

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (f); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Community Development Block Grant Programs  
Cashier  
107 East Madison Street - MSC 400

Tallahassee, Florida 32399-6508

**(20) Mandated Conditions.**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DFO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DFO may terminate this Agreement upon 24 hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

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

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

(e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation

of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(b)2., Mandated Conditions, of this Agreement; and

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

5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form CV-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form CV-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form CV-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form CV-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.475.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG-CV funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-CV funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG-CV funds (including CDBG-CV funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

**(21) Lobbying Prohibition.**

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

(ii) The Recipient certifies, by its signature to this Agreement, that:

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

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

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose as described in this Paragraph (2i), above.

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

**(22) Copyrights, Patent, and Trademark.**

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

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

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

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

**(23) Legal Authorization.**

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**(24) Public Record Responsibilities.**

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO 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 by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011(2), F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Recipient"), the Recipient shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient of the request as soon as practicable, and the Recipient must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient's waiver of a claim of exemption. The Recipient shall 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 Agreement term and following completion of the Agreement if the Recipient does not transfer the records to DEO upon completion, including termination, of the Agreement.

**(i) IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

#### **(25) Employment Eligibility Verification**

(a) Section 448.095, F.S. requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee



retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

- (b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

- (c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

**(26) Program Income.**

(a) The Recipient shall report to DEO all program income (as defined in 24 C.F.R. § 570.489(c)) generated by activities carried out with CDBG-CV funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form CV-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG-CV activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

**(27) Independent Contractor.**

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and

necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**(28) Executive Order 21-223**

Pursuant to State of Florida Executive Order Number 21-223, Recipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Recipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

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State of Florida  
Department of Economic Opportunity  
Federally Funded Subgrant Agreement  
Signature Page

Subgrant Contract Number: 22CV-S25

FLAIR Contract Number: H2500

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

Alachua County, Florida

Department of Economic Opportunity

By: Marielisa Wheeler Date: Oct 31, 2022 By: Meredith Ivey Date: 3/23/2023  
(Authorized Signature) (Authorized Signature)

Name: Marielisa Wheeler Name: Dani-Elle Meredith Ivey  
Title: Chair Title: Acting Secretary  
Federal Tax ID#: 59-6000501  
Unique ID #: HMBRAENCBBM1

Approved as to Form  
DocuSigned by:  
Diana J. Jansen  
Alachua County  
Attorney

Approved as to form and legal sufficiency,  
subject only to the full and proper execution  
by the Parties

Office of the General Counsel  
Department of Economic Opportunity  
By: Shanti Bredien  
Approved Date: 3/7/2023

## Attachment A – Project Description and Deliverables

**1. PROJECT DESCRIPTION:** Alachua County ("Recipient") has been selected to participate in the CDBG-CV Program. The Recipient will use CDBG-CV funds to convert an on-site vacant motel into a community center in support of testing and treatment for COVID-19. In addition to testing, the County will also convert the thirty-six (36) room motel into housing for the homeless who have been diagnosed with COVID-19 and are in need of a place to quarantine and isolate. This Project qualifies for CDBG-CV funding because it will prevent, prepare for, and respond to coronavirus. The Project also meets the limited clientele national objectives as it will exclusively provide housing to the homeless to quarantine and isolate after a COVID-19 diagnosis.

**2. RECIPIENT RESPONSIBILITIES:** The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Description and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget ("Project Detail Budget"), subject to the approval of DFO and in conformity with the current example attached to the Agreement as Attachment B. The Project Detail Budget must identify the maximum reimbursement amount allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of DFO and in conformity with the current example attached hereto as Attachment C. The Project Detail Budget and the Activity Work Plan may be modified by the unilateral determination of DFO or by mutual consent of the Parties.

**3. DFO'S RESPONSIBILITIES:** DFO shall receive and review the Project Deliverables and, upon DFO's acceptance of the Deliverables and receipt of the Recipient's pertinent invoices in compliance with the invoice procedures of this Agreement, DFO shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.

**4. DELIVERABLES:**

Recipient agrees to provide the following services as specified:

| Deliverable No. 1 – Project Implementation                                  |                                                                                                                                                                                                                                                                                                     |                                                                                                                           |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Tasks                                                                       | Minimum Level of Service (to Submit a Request for Payment)                                                                                                                                                                                                                                          | Financial Consequences                                                                                                    |
| The Recipient shall complete the Project Implementation tasks listed below: | The Recipient shall be reimbursed upon completion of a minimum of one Project Implementation task on a per completed task basis. The Recipient's completion of the tasks will be evidenced by invoices noting completed tasks as well as payroll and other supporting documentation, as applicable. | Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request. |
| Deliverable No. 2 – Engineering Services                                    |                                                                                                                                                                                                                                                                                                     |                                                                                                                           |
| Tasks                                                                       | Minimum Level of Service (to Submit a Request for Payment)                                                                                                                                                                                                                                          | Financial Consequences                                                                                                    |
| The Recipient shall complete the Engineering Services tasks listed below:   | The Recipient shall be reimbursed upon completion of a minimum of ten percent (10%) of one Engineering Services task. The Recipient's completion of the tasks shall be evidenced by invoices                                                                                                        | Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request. |

### Attachment A – Project Description and Deliverables

|                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                           |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
|                                                                                           | noting the percentage of the tasks that have been completed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                           |
| <b>Deliverable No. 3 – Construction</b>                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                           |
| <b>Tasks</b>                                                                              | <b>Minimum Level of Service (to Submit a Request for Payment)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Financial Consequences</b>                                                                                             |
| The Recipient shall complete construction as detailed in Section 1 of this Scope of Work. | Following a draw for mobilization*, the Recipient shall be reimbursed upon completion of a minimum of ten percent (10%) of the overall project. As evidence of percentage completed, the Recipient shall provide AIA forms G702/G703 or similar DBO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.<br><br>*Mobilization refers to a contractor's mobilization of equipment, materials, and barriers to the work site(s). | Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request. |
| <b>Total Award Not to Exceed: \$4,000,781.54</b>                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                           |

#### Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Developed policies for the Recipient related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
- Conducted activities related to the HUD-related environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended pre-bid conference, bid opening, or preconstruction meeting,
- Reviewed contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-kickback" Act,
- Maintained client files,
- Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by DFO,
- Prepared requests for funds for submission by the Recipient's authorized employee,
- Prepared subgrant modification documents for the Recipient to submit to DFO,
- Prepared the Administrative Closeout Report for submission by the Recipient,
- Prepare and submit detailed quarterly progress report, Section 3, or MBE/WBE report to DFO,
- Responded to citizen complaints,

### Attachment A – Project Description and Deliverables

- Prepared responses to monitoring findings and concerns for Recipient to submit to DFO or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising, and
- Paid CDBG portion of required audit.

#### Engineering Services Deliverable

Tasks that are eligible for reimbursement under the Engineering Services Deliverable are as follows:

- Basic Engineering Services
  - a) Developed the plan drawings for the project,
  - b) Developed the specifications for the project,
  - c) Developed the bid documents for the project,
  - d) Prepared permit applications,
  - e) Attended pre-bid/pre-construction conference,
  - f) Prepared change orders, and
  - g) Reviewed construction bids and make recommendation to the Recipient.
- Resident Inspection
  - a) Inspected construction activities for consistency with plans and specifications, and
  - b) Reviewed construction invoices and certify costs.
- Preliminary Engineering Services
  - a) Provided a cost estimate of the project, and
  - b) Assessed sites for the project.
- Additional Engineering Services
  - a) Conducted site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, such as route surveys,
  - b) Conducted laboratory tests, well tests, borings, and specialized geological soils, hydraulic, or other studies recommended by the engineer,
  - c) Conducted property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights,
  - d) Gathered necessary data and file maps for water rights,
  - e) Conducted redesigns ordered by the owner after final plans have been accepted by the owner and the local government, except redesigns to reduce the project cost to within the funds available and projects which received "readiness to proceed" points or a planning and design grant,
  - f) Appeared before courts or boards on matters of litigation or hearings related to the project,
  - g) Conducted environment assessments or environmental impact statements,
  - h) Performed detailed staking necessary for construction of the project in excess of the control staking,
  - i) Provided an operation and maintenance manual for a facility,
  - j) Conducted activities required to obtain state and federal regulatory agency construction permits,
  - k) Designed hookups, and
  - l) Paid the cost of engineering specialties such as electrical, hydro-geological services, biologists, and heating, ventilation, and air conditioning (HVAC).

**COST SHIFTING:** The deliverable amounts specified within Section 4 of this Scope of Work are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate

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### Attachment A – Project Description and Deliverables

payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Recipient incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Recipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

The remainder of this page left blank intentionally.

Recipient: \_\_\_\_\_ Modification Number: N/A Contract Number: \_\_\_\_\_

[illegible]

<sup>a</sup> Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

| Source: | Other Funds Counted as Leverage | Other Funds Not Counted as Leverage |
|---------|---------------------------------|-------------------------------------|
| 1.      |                                 |                                     |
| 2.      |                                 |                                     |
| 3.      |                                 |                                     |
| 4.      |                                 |                                     |
| 5.      |                                 |                                     |

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### Attachment C – Activity Work Plan (Example)

Recipient: \_\_\_\_\_ Activity: \_\_\_\_\_ Project Budget: \_\_\_\_\_  
Contract Number: \_\_\_\_\_ Date Prepared: \_\_\_\_\_ Modification Number: N/A

| Start Date<br>(month/year) | End Date<br>(month/year) | Describe Proposed Action to be Completed by the "End Date."<br><i>Examples of Actions: Permit - Administrator or Engineer. Complete Environmental Review and Obtain Release of Funds, Request W-9 Design, Complete and Submit Design and Specifications - Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (25, 40, 60, 85, and 100 percent or 25, 50, 75, and 100 percent). Complete Construction Procurement Process, Advertise - Availability of Housing Rehabilitation Funds, Complete Readings of Plans for 15, 50, Number of Houses Rehabilitated, and Submit Current Package to DHO.</i> | Estimated<br>Units to be<br>Completed by<br>the<br>"End Date" | Estimated<br>Funds to be<br>Requested by<br>the<br>"End Date" |
|----------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|
|                            |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                               |                                                               |
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## Attachment D – Program and Special Conditions

### Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
  - a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
    - Request approval for all professional service contracts; and
    - Submit an initial payment request for administrative services, if applicable.
  - b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
    - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
    - Request a wage decision(s) using DEO form CV-56 for applicable construction activities if points were received on the application for "Readiness to Proceed."
  - c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO's written acceptance of the plans and specifications if Recipient received points for "Readiness to Proceed" on its Application for Funding.
  - d. If the Recipient did not receive points for "Readiness to Proceed," it must request a wage decision(s) using DEO form CV-56 at least 30 days before advertising for its construction procurement.
2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B - Project Detail Budget, Attachment A - Project Description and Deliverables, Recipient Responsibilities, and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original CDBG-CV Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG-CV funds based on a minimum experience requirement. However, a firm's experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the "responsibility" of a firm when determining the "low, responsive, responsible bidder" for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG-CV procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
  - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
  - b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;



## Attachment D – Program and Special Conditions

- c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, P.S. regarding the numbers of days between publishing the notice and bid opening.
- d. Nothing in subparagraphs a., b., or c., above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
- e. Each public notice for procurement of CDBG-CV professional services, except for application preparation, must identify either the CDBG funding source (CDBG-CV) or the CDBG-CV contract number;
- f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319; and
- g. Any RFP which includes more than one service shall provide the following:
  - Proposals may be submitted for one or more of the services;
  - Qualifications and proposals shall be separately stated for each service; and
  - Separate evaluations shall be done on the proposals for each service.If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
7. The Recipient is not required to publish an RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
8. A Recipient may use the design engineer for services during construction if DFO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG-CV funds must be shown separately so that the bid proposal identifies the CDBG-CV activities and the amount of the contract to be reimbursed with CDBG-CV funding.
10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG-CV funds. Copies of the following procurement documents must be provided to DFO for review:
  - a. A copy of the Request for Proposals (RFP);
  - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
  - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
  - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
  - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

## Attachment D – Program and Special Conditions

- i. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
- j. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
- k. A copy of a cost analysis for all procurements of engineering services;
- l. A copy of the minutes from the commission/council meeting approving contract award;
- m. A copy of the proposed contract;
- n. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- o. If a protest was filed, a copy of the protest and documentation of resolution;
- p. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG-CV funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
- q. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-CV funds to pay for professional services.

12. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed \$5,000, the Recipient shall complete the following:
  - a. Submit for DEO's approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-CV funds for that contract.
  - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the "Authority to Use Grant Funds."**
  - c. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-25.0031(1)(4)-(7), F.A.C.
13. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

## Attachment D – Program and Special Conditions

If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DHO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-CV-assisted project.

14. For construction projects, the Recipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DHO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DHO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DHO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
15. For each procured contract for construction services for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents:
  - a. A copy of the bid advertisement, including an affidavit of publication;
  - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
  - c. A copy of the bid tabulation sheet;
  - d. A copy of the engineer's recommendation to award;
  - e. A letter requesting sole source approval, if applicable;
  - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
  - g. Completed copies of the following forms for all prime contractors and subcontractors:
    - Form CV-51 – Bidding Information and Contractor Eligibility;
    - Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
    - Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
    - Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
    - Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor); and;
    - Form CV-54 (if applicable) – Documentation for Business Claiming Section 3 Status

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- b. Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
- c. Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
- d. Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

## Attachment D – Program and Special Conditions

16. For each procured construction contract or agreement, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form CV-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
17. For construction projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
  - a. Notice to Proceed;
  - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1; and
  - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1.
18. The Recipient shall undertake an activity each year to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG-CV funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
  - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
  - The CDBG-CV portion of the cost of post-administrative closeout audits.
20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG-CV funds for a period of five years.
21. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding encumbrances, acquired with CDBG-CV funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
22. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. part 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
  - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-CV-funded activity; and
  - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
24. If required, the Recipient shall submit a final Form HUD 2880, as DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

## Attachment D – Program and Special Conditions

25. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-CV financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S.
26. Any payment by the Recipient using CDBG-CV funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-CV funds.
27. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
28. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
29. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

### Special Conditions

1. Alachua County will develop, adopt or revise the following plans, policies, ordinances, and/or resolutions within 90 days of receipt of this award:
2. Updated Self-Evaluation Report.
3. Revised Transition Plan.

## Attachment E – Project Specific Conditions for Housing Rehabilitation

1. The Recipient must meet a "National Objective" for each service area addressed with CDBG-CV funds. If a National Objective is not met for a service area, all CDBG-CV funds received for the activities conducted in that service area must be repaid.
2. If the Recipient installs water lines with CDBG-CV funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. Hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
3. The Recipient is responsible for verifying and maintaining documentation that households receiving direct benefits, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low- and moderate-income National Objective. The Recipient shall maintain homeowner files locally and at a minimum include the following:
  - a. The name of the owner, the address of the property, and family size;
  - b. The method and source documentation used to verify household income;
  - c. Documentation that the income of the household is below Section 8 income limits based on family size;
  - d. The method and source documentation used to verify home ownership; and
  - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.The information must be maintained for review and verification during on-site monitoring visits.
4. The Recipient shall provide the following data in its Administrative Closeout Report for each CDBG-CV-funded activity:
  - a. For activities which provide indirect benefits (e.g., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefits (e.g., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons;
  - b. The number of moderate-income (MI), low-income (LI), and very low-income (VLI) beneficiaries proposed and actually served;
  - c. The name of each head of household, owner's name (if different), and address of each housing unit hooked up to water or sewer service with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV funds spent on that housing unit; and
  - d. The racial demographics and ethnicity of the head of each household using the following descriptions:

|                                                |                                                            |
|------------------------------------------------|------------------------------------------------------------|
| 1) White,                                      | 7) Asian and White,                                        |
| 2) African American,                           | 8) African American and White,                             |
| 3) Asian,                                      | 9) American Indian/Alaskan Native and African American, or |
| 4) American Indian or Alaskan Native,          | 10) Other Multi-Racial; and                                |
| 5) Native Hawaiian/Pacific Islander,           | 11) If the head of household is Hispanic                   |
| 6) American Indian or Alaskan Native and White |                                                            |
5. The Recipient shall only provide assistance for the rehabilitation of and/or for the hookup of utilities to housing units that are occupied by very low-, low- and moderate-income persons to meet the "National

## Attachment E – Project Specific Conditions for Housing Rehabilitation

Objective" of providing assistance to low- and moderate-income persons. If a National Objective is not met for an activity, all CDBG-CV funds received for the activity must be repaid.

6. The Recipient shall ensure that no rehabilitation contract between a very low-, low- or moderate-income homeowner and a contractor is signed before the Authority in Use Grant Funds has been issued and the site specific environmental review for the home has been approved by DfEO.
7. For a county Recipient, all housing units that are rehabilitated shall be located in the unincorporated portion of the county. For a municipal Recipient, all housing units that are rehabilitated shall be located within the jurisdictional limits of the Recipient.
8. The Recipient must comply with its Housing Assistance Plan (HAP) that was provided to DfEO as part of the application process. DfEO approval is required for HAP revisions made after the application deadline. The Recipient agrees that the HAP will be followed unless waived by the governing body.
9. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the Florida Department of Business & Professional Regulation. All work performed on a septic tank or an issue related to a septic tank shall be performed by a licensed septic tank contractor certified by the Florida Department of Health.
10. Rehabilitation of all housing units funded in part or in full with CDBG-CV funds must be in compliance with the current Florida Building Code – Existing Buildings, as well as local building codes and local maintenance codes. If housing units must be replaced, construction of new units must be in full compliance with current Florida Building Code.
11. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973, as amended. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a 100-year floodplain that is rehabilitated to any extent with CDBG-CV funds shall be insured under the National Flood Insurance Program. The flood insurance must be at least equal to the amount spent on the rehabilitation. Homeowners in a 100-year floodplain that do not maintain flood insurance will be exempt from receiving future federal disaster related funds per section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5134a.
12. When CDBG-CV funds are expended to acquire property through a voluntary process for the purpose of assisting low- and moderate-income households to relocate out of a 100-year floodplain, the following shall apply:
  - a. Future development of the property acquired shall be prohibited, unless the use does not increase the property's impervious surface;
  - b. The local government may retain title to the property or transfer the title to a land conservancy agency or program, subject to DfEO approval, at DfEO sole and absolute discretion;
  - c. The beneficiaries shall agree in writing to relocate permanently outside the 100-year floodplain;
  - d. Any beneficiaries who subsequently relocate into a 100-year floodplain shall not be provided any direct benefit with CDBG-CV funds at any future point in time, and this restriction shall be noted in the relocation document signed by the beneficiaries in subparagraph 8.c., above; and
  - e. All structures on the property shall be demolished or relocated out of the floodplain.
13. The Recipient shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead-Based Paint pursuant to 24 C.F.R. § 570.487 and 24 C.F.R. part 35, Subparts B, J, and R. A Recipient can



### Attachment E – Project Specific Conditions for Housing Rehabilitation

request reimbursement from the housing rehabilitation line item of its budget for the cost of a lead-based paint inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Recipient is required to:

- a. Prohibit the use of lead-based paint;
  - b. Notify potential beneficiaries of the hazards of lead-based paint;
  - c. Inspect properties built before 1978 prior to initiating rehabilitation to determine if lead-based paint is present;
  - d. If lead-based paint is found, undertake appropriate protection of workers and occupants during the abatement process;
  - e. Ensure proper lead-based paint clean up and disposal procedures are used; and,
  - f. Retain records of enforcement and monitoring for at least six years after final closeout of the subgrant.
14. The Recipient shall also adopt and implement procedures to fulfill regulatory and statutory asbestos related requirements per 40 C.F.R. Part 61, Subpart M (61.145 and 61.150) established by the U.S. Environmental Protection Agency Clean Air Act Section 112 under the National Emissions Standards for Hazardous Air Pollutant (NESHAP). A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of asbestos inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Florida Department of Environmental Protection (FDEP) administers the asbestos removal program under Chapter 62-257, F.A.C. and requires:
- a. Inspection of properties by a licensed inspector for the rehabilitation or demolition of homes in close proximity to one another or as part of a larger project;
  - b. Notification provided to the appropriate FDEP office of asbestos removal with a notice of demolition or asbestos renovation within 10 working days before activities begin; and
  - c. Removal of asbestos by a licensed asbestos contractor.
15. Mobile homes constructed before 1993 shall not be rehabilitated. If a homeowner of a mobile home constructed before 1993 is selected for assistance, the Recipient shall replace the mobile home with either a new site-built home or a new mobile home.
16. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the Recipient prior to initiation of work based on that change order.
17. To document completion of construction, each housing unit case file shall contain the following information:
- a. A statement from the licensed contractor certifying that all items on the initial work write-up and those modified through change orders are complete;
  - b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist;
  - c. A copy of the contractor's license.



### Attachment E -- Project Specific Conditions for Housing Rehabilitation

- d. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and
  - e. A 12-month warranty of work and materials from the contractor to the homeowner that begins when the Certificate of Occupancy or the Certificate of Completion are issued.
14. If homes to be rehabilitated with CDBG-CV grant funds will be selected from an existing list of State Housing Initiatives Partnership (SHIP) applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG HAP. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.
15. The following data will be provided, by housing unit, as part of the administrative closeout for each activity providing direct benefit (e.g., housing rehabilitation, temporary relocation, hookups, etc.), summarized by activity and submitted with the administrative closeout package:
- a. Name of each head of household and address of each housing unit rehabilitated with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV and non-CDBG-CV funds spent on that housing unit;
  - b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the moderate-income, low-income or very low-income status of the household;
  - c. The number of occupants in the household, categorized by gender; and
  - d. The racial demographics and ethnicity of the head of each household using the following descriptions:
    - 1) White,
    - 2) African American,
    - 3) Asian,
    - 4) American Indian or Alaskan Native,
    - 5) Native Hawaiian/Pacific Islander,
    - 6) American Indian or Alaskan Native and White
    - 7) Asian and White,
    - 8) African American and White,
    - 9) American Indian/Alaskan Native and African American, or
    - 10) Other Multi-Racial; and
    - 11) If the head of household is Hispanic;

### Attachment E – Project Specific Conditions for Economic Development

- i. This project must meet the "Public Benefit Standards" by having a cost per job (subgrant amount divided by total full-time equivalent jobs created) of less than \$35,000. For each contracted job (See Attachment A – Project Descriptions and Deliverables) not created, the Recipient shall repay DEO \$35,000.
2. This project must meet a "National Objective" by having at least 51 percent of all jobs created being held by persons from low- and moderate-income households. If this National Objective is not achieved, the Recipient shall be required to pay back all CDBG-CV funds down down, except for funds expended for subgrant administration, unless DEO, in its sole, reasonable discretion, determines the Recipient is at fault for the failure to meet this National Objective.
3. The Recipient shall enter into a Participating Party Agreement with each Participating Party in accordance with the terms of this Agreement. The Recipient shall include in each Participating Party Agreement that the Participating Party agrees to perform the specific activities described in the Subgrant Application and this Agreement, and each Participating Party Agreement must include at a minimum the following provisions:
  - a. The Participating Party shall create and/or retain and satisfactorily document the creation and/or retention of at least the number of full-time equivalent permanent net new jobs and the number of full-time equivalent permanent net new jobs to be held by members of low- and moderate-income families as specified on Form E-3 (if applicable for job retention) and E-4 of the Recipient's Application for Funding, Attachment A – Project Description and Deliverables of this agreement and on the Project Detail Budget. If more than the number of full-time equivalent permanent net new jobs specified in Form E-4 of the Recipient's Application for Funding, Attachment A – Project Description and Deliverables of the Subgrant Agreement and on the Attachment B - Project Detail Budget are created and/or retained, 51 percent of those jobs shall be made available to members of low- and moderate-income families. These jobs shall be created and/or retained no later than the termination date of the Recipient's Subgrant Agreement, as it may be amended. Documentation shall be the CDBG-CV Program Pre-Employment Household Income Certification Form, Form CV-50, for each job created or retained, and a certified payroll that verifies that the jobs documented on the forms were filled at a particular point in time. The documentation of the creation and/or retention of these jobs shall be retained by the Participating Party for a period of six years following the completion of review and clearance of a final audit for this Agreement.
  - b. The Participating Party must comply with Chapter 119, F.S., for all documents, papers, letters or other materials subject to the provisions of Chapter 119, F.S., and made or received by the Participating Party in conjunction with the Subgrant Agreement or the Participating Party Agreement. The failure of the Participating Party to comply with Chapter 119, F.S. is an act of default and cause for the unilateral cancellation of the Participating Party Agreement and the Subgrant Agreement.
  - c. The Participating Party agrees that any failure to: (i) create, retain, or cause to be created and/or retained the number of jobs listed in the Recipient's Subgrant Agreement to be held by members of low- and moderate-income families; (ii) satisfactorily document the creation and/or retention of the agreed upon number of jobs to be held by members of low- and moderate-income families, or (iii) to expend or satisfactorily document the expenditure of the full amount of leverage dollars agreed upon in the Recipient's Application is an act of default.
  - d. The Participating Party shall provide any training necessary to equip members of low- and moderate income families with the skills required to obtain or retain the full-time equivalent jobs created and/or retained through the Recipient's Subgrant Agreement.

## Attachment E – Project Specific Conditions for Economic Development

- e. The Participating Party shall expend at a minimum the amount of leverage referenced on Form L-1 of the Application for Funding and on the Attachment B - Project Detail Budget. The funds must be expended on project related costs, and the Participating Party shall furnish documentation of expenditures. Construction costs shall not be expended until after DFO issues the Authority to Use Grant Funds, but administrative and engineering costs, including costs for conducting the environmental review, can be expended after the site visit. This documentation shall be provided to the Recipient in a form and content satisfactory to DFO that allows accurate ready comparison between expenditures and related activities as defined on Form L-1 of the Application for Funding. This documentation shall be provided to the Recipient as the expenditures occur;
- f. The Participating Party shall ensure that one or more buildings are constructed which shall accommodate, at a minimum, the facility described in the Subgrant Application (the "Participating Party Facility"). The building(s) shall remain titled in the name of the Participating Party until all requirements in paragraph 3a. above have been satisfied;
- g. The Participating Party shall develop a schedule which identifies the start date for construction of its facilities; the dates by which such construction will be 25 percent, 50 percent, 75 percent, and 100 percent complete; the date that hiring of employees will begin; and the date by which all employees will be hired, which shall be on or before the termination date of this Agreement. These same Participating Party milestones shall be made an attachment to the Participating Party Agreement, and shall be included in the Activity Work Plan, Attachment C to this Agreement. Timely satisfaction of these milestones shall be used in determining whether the Recipient is "on schedule" under this Agreement;
- h. Participating Party attests that the assisted activity *will/will not* result in the relocation of any industrial or commercial plant, facility, or operation from one Labor Market Area (LMA) to another, and, if so, the number of jobs that will be relocated from each LMA;
  - (i) The Participating Party certifies from that neither it, *nor any* of its subsidiaries, have plans to relocate jobs at the time this agreement is signed that would result in a significant loss of job(s) as defined in 24 C.F.R. § 570.482(h);
  - (ii) The Participating Party agrees to reimburse the Recipient any CDBG-CV assistance provided to, or expended on behalf of, the Participating Party, in the event that such assistance results in the relocation of jobs as prohibited under 24 C.F.R. § 570.482(h).
- i. The Participating Party shall submit a detailed quarterly report to the Recipient that demonstrates its progress toward achieving the milestones set forth in the Participating Party Activity Work Plan. The Participating Party shall deliver each report to the Recipient no later than the end of each quarter, until submission of the administrative closeout report by the Recipient. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31;
- j. The Participating Party shall notify the Recipient in writing when it begins hiring for the required jobs and when it has completed hiring for the required jobs;
- k. The Participating Party, if requested by the Recipient, shall provide to the Recipient or its agents such reasonable information concerning the project as the Recipient may reasonably require as it relates specifically to the conditions of the grant;

## Attachment E – Project Specific Conditions for Economic Development

- l. That the Participating Party shall begin construction and furnish to the Recipient evidence of the Participating Party's commencement of construction on the Participating Party Facility within the time frame specified in the Participating Party Schedule;
  - m. That prior to execution of the Participating Party Agreement, DEO must approve the Participating Party Agreement, including any amendments thereto, in writing. The right of approval granted to DEO with respect to the Participating Party Agreement between the Recipient and the Participating Party shall survive the term of this Agreement. DEO does not assume any liability or responsibility for the accuracy or enforceability of the Participating Party Agreement through the exercise of this right of approval;
  - n. The Participating Party Agreement shall not expire until the issuance of a letter of Administrative Consent of this Agreement; however, all required job creation must be completed and documented by the termination date of this Agreement. Extension of the Subgrant Agreement shall act as an extension of the Participating Party Agreement. Failure of the Recipient to notify the Participating Party of such an extension shall not invalidate this provision;
  - o. The Participating Party shall utilize the service of the local workforce development board and/or advertise the newly created employment positions in one or more of the local newspapers that serve the city/county.
4. The Recipient shall track all new jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG-CV funds. New businesses that would otherwise not be able to locate to the project site and existing businesses that are now able to expand or create new jobs because of the availability of infrastructure being provided through this Agreement must agree to provide such information as a condition of hookups and building permits. The aggregate of all jobs created or retained as a result of the infrastructure shall be counted to ensure that 51 percent of all new full-time equivalent jobs are taken by or made available to low and moderate income persons. Tracking and retention of said job creation shall continue until a cost per job of under \$10,000 is reached or one (1) year following the completion of the CDBG-CV funded infrastructure, whichever comes first.
5. The Recipient shall maintain records of the Participating Party's expenditure of funds that will allow accurate and ready comparison between the expenditures and contracted budget line items by contracted activity in the Attachment B - Project Detail Budget.
6. The Recipient may seek reimbursement for application preparation costs incurred prior to the date of the Agreement provided the costs were requested in the Application for Funding and the required documentation was provided.  
  
Should this Agreement not be executed by DEO, or should the procurement process be subsequently determined not to meet program requirements, no reimbursement shall be allowed.
7. The Recipient shall ensure the design and construction of only the minimum acceptable level of infrastructure to provide the required levels of service for the on-going operations of the Participating Party in the project area. The Recipient shall demonstrate that the route chosen for construction of said infrastructure (when appropriate) is the least expensive of the available alternative routes. Documentation of the satisfaction of this requirement shall be in the form of a certification from a licensed engineer, bearing said engineer's seal.

## Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart 1, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-technical-memo/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/management-program/cpd-notices/>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis-Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland "Anti-Kickback" Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

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## **Attachment F – State and Federal Statutes, Regulations, and Policies**

34. FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARIS Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and Other Formula Programs.

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## Attachment G – Civil Rights Requirements

### Fair Housing

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will "affirmatively further fair housing" in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website;
- 4) Establish a system to record the following for each fair housing call:
  - a) The nature of the call,
  - b) The actions taken in response to the call,
  - c) The results of the actions taken, and
  - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each year; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DED-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-CV project file and include information about the activities in the comment section of the quarterly report during which the activity was undertaken.

## Attachment G – Civil Rights Requirements

### Equal Employment Opportunity

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-CV funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website; and
- 4) Establish a system to record the following for each EEO call:
  - a) The nature of the call,
  - b) The actions taken in response to the call, and
  - c) The results of the actions taken.

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-CV-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dema.ny.gov/dema.com/directories>.

### Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-CV funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a) Has a physical or mental impairment which substantially limits one or more major life activities;
  - b) Has a record of such an impairment; or
  - c) Is regarded as having such an impairment.
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website; and



## Attachment G – Civil Rights Requirements

- d) Establish a system to record the following for each Section 504/ADA call:
  - a) The nature of the call,
  - b) The actions taken in response to the call, and
  - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-CV-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-CV-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

## Attachment G – Civil Rights Requirements

### Section 3 Required Language

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701a (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

### Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L. 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L. 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

## Attachment G – Civil Rights Requirements

### Civil Rights Regulations

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-CV funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Economic Opportunities for low- and very low-income persons.

I hereby certify that Alachua County shall comply with all the provisions and Federal regulations listed in this attachment.

By: Marielen Wheeler Date: Oct 31, 2022

Name: Marielen Wheeler

Title: Chair

## Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2514, currently available at <http://www.frules.org/Gateway/reference.asp?No=Ref-05360>, which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system at <http://dcovers.mn.salsforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-CV-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
  - b. Documentation of any leverage expended after the last on-site monitoring visit;
  - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
  - d. Documentation that all citizen complaints related to the project have been resolved;
  - e. A list of the homes receiving direct benefit, if applicable; and,
  - f. Certification that each housing unit assisted was located within the Recipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
  - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
  - h. Copies of all remaining pre construction, construction and post-construction photographs of all CDBG-CV-funded activities submitted as .jpg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

## Attachment H – Reports

5. A copy of the Audit Compliance Certification form, Attachment K, must be emailed to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com) within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. **Section 3 Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 C.F.R. § 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 C.F.R. § 75.25(b).

Section 3 compliance efforts must be reported through DEO's SIERA reporting system by July 31, annually. DEO maintains a Section 3 Summary Report form which must be used to report annual accomplishments regarding employment, labor hours worked, and other economic opportunities provided to persons and businesses that meet "Section 3" requirements.

7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG-CV funds (collectively "reimbursements"), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, CV-68.

8. All forms referenced herein are available online at [www.FloridaJobs.org/CDBGRecipientInfo](http://www.FloridaJobs.org/CDBGRecipientInfo) or upon request from the DEO grant manager for this Agreement.

## Attachment I – Warranties and Representations

### Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

### Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

### Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (For 2 C.F.R. § 200.318(c)(1).)

### Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

## Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

### MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements) and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### AUDITS

#### PART 1: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. part 200 subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part 1, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).
4. Although 2 C.F.R. part 200 subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<http://harscoiter.com/us/gov/facwash/Resources.aspx>



## Attachment J – Audit Requirements

### PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEIO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal programs matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.flds.com/fsaa/>

### PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
  - A. Department of Economic Opportunity  
Financial Monitoring and Accountability (FMA)  
The copy submitted to the FMA section should be sent via email to: [FMA-BWB@deo.mtflorida.com](mailto:FMA-BWB@deo.mtflorida.com)
  - B. The Federal Audit Clearinghouse designated in 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, electronically at: <https://harcysocr.coma.gov/facrch/>



## Attachment J – Audit Requirements

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Exhibit Agreement shall be submitted by or on behalf of the Recipient ~~directly~~ to each of the following:
  - A. DEO at the following address:  
  
Electronic copies: [Audit@dcra.myflorida.com](mailto:Audit@dcra.myflorida.com)
  - B. The Auditor General's Office at the following address:  
  
Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450  
  
Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)
4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

### PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

## Exhibit I to Attachment J – Funding Sources

### Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

|                                                      |                                                                                                                                                        |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Federal Awarding Agency:                             | U.S. Department of Housing and Urban Development                                                                                                       |
| Federal Funds Obligated to Recipient:                | \$4,000,781.54                                                                                                                                         |
| Catalog of Federal Domestic Assistance Title:        | Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii                                                                |
| Catalog of Federal Domestic Assistance Number:       | 14.228                                                                                                                                                 |
| Project Description:                                 | Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient's jurisdiction. |
| <i>This is not a research and development award.</i> |                                                                                                                                                        |

### Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

#### Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0461– 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies.

### State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: N/A

### Matching Resources for Federal Programs: N/A

### Subject to Section 215.97, Florida Statutes: N/A

### Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: N/A

NOTE: Title 2 C.F.R. § 200.532 and sections 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit I and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

## Attachment K – Audit Compliance Certification

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to <a href="mailto:audinfo@doe.org/florida.com">audinfo@doe.org/florida.com</a>.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |
| Recipient:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |
| FEIN:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Recipient's Fiscal Year:           |
| Contact Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Contact's Phone:                   |
| Contact's Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |
| <p>1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p> |                                    |
| <p>2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</p>                                                                                                                                          |                                    |
| By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |
| Signature of Authorized Representative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Date                               |
| Printed Name of Authorized Representative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Title of Authorized Representative |

## Attachment L – CDBG-CV Subrogation Agreement

**State of Florida**  
**Department of Economic Opportunity**  
**Federally-Funded Community Development Block Grant CARES (CDBG-CV)**  
**Subrogation Agreement**

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this \_\_\_\_\_ day of March, 2023, by and between Alachua County, Florida (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant CARES Act Program (the "CDBG-CV Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "CARES Act Program" and collectively, the "CARES Act Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-CV Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-CV Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other forms of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable CDBG-CV Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-CV Program, the Policies, any amounts received under the CDBG-CV Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-CV Program in an amount greater than the amount

### Attachment L – CDBG-CV Subrogation Agreement

Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-CV Program or the Subrecipient determines not to participate in the CDBG-CV Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

**Warning:** Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Alachua County

Department of Economic Opportunity

By: Machelen Wheeler Date: Oct 31, 2022 By: Meredith Ivey Date: 3/23/2023  
(Authorized Signature) (Authorized Signature)

Name: Machelen Wheeler Name: ~~Diane Eagle~~ Meredith Ivey  
Title: Chair Title: Acting Secretary

## **EXHIBIT 13: SC-66 CDBG SUPPLEMENTAL CONDITIONS FOR CONSTRUCTION CONTRACTS**



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

1. Termination (Cause and Convenience)
2. Access to Records
3. Retention of Records
4. Remedies
5. Environmental Compliance (Clean Air Act and Clean Water Act)
6. Energy Efficiency
7. Special Equal Opportunity Provisions
8. Conflict of Interest
9. Utilization of Minority and Women's Businesses
10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act)
11. Guidance to Contractor for Compliance with Labor Standards Provisions
12. E-Verify

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### **1. Termination (Cause and Convenience)**

- A. 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:
- (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
  - (2) an opportunity for consultation with the terminating party prior to termination.
- B. 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 1(a) above.
- C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but
- (1) no amount shall be allowed for anticipated profit on unperformed services or other work; and
  - (2) 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.

- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) 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.



- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

## **2. Access to Records**

The local government, the Florida Department of Commerce, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

## **3. Retention of Records**

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

## **4. 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.

## **5. Environmental Compliance**

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(b)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 CFR Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

## **6. Energy Efficiency**

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

## **7. Special Equal Opportunity Provisions**

### **A. Activities and Contracts Not Subject to Executive Order 11246, as Amended**

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

**B. Executive Order 11246, as Amended (through 2014), Section 202 Equal Opportunity Clause  
(Applicable to contracts/subcontracts above \$10,000)**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



- (8) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(C) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)**

- (a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
- Female participation: 6.9% (statewide)

Minority participation (See Appendix at CDBG-25 for goals for each county)

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

(D) **41 CFR 60-4.3, Equal Opportunity Clauses**

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

1. As used in these specifications:
  - A. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - B. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - C. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941;
  - D. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the FEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.A. through P. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities in which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
  - (d) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.



- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainer programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.(b) above.
- (f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7.(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**E. Certification of Non-Segregated Facilities (Contracts over \$10,000)**

The contractor does not maintain or provide for its employees any segregated facilities at any of its establishments, and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, "segregated facilities" mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods) :

**F. Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**G. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**H. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.



- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**I. Section 503 Handicapped (Contracts \$2,500 or more)**

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- (5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**J. Age Discrimination in Employment Act of 1967, as Amended**

It shall be unlawful for an employer-

- (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;
- (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or
- (3) to reduce the wage rate of any employee in order to comply with this chapter.

**K. Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA)**

- (1) Under Title II of the Genetic Information Nondiscrimination Act, it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information.

The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.

- (2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

**8. Conflict of Interest of Officers or Employees of the Local Jurisdiction, Members of the Local Governing Body, or Other Public Officials**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.



#### 9. Utilization of Minority and Women Firms (M/WBE)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services, Office of Supplier Diversity,
- Florida Department of Transportation (construction services, particularly highway),
- Minority Business Development Center in most major cities, and
- Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

#### 10. Federal Labor Standards Provisions

**(Davis-Bacon Act, Copeland Act, and Contract Work Hours & Safety Standards Act)** The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. (1) (a) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 C.F.R. 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:
- (I) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (iii) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(ii) or (iii) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949) in the construction or development of the project), all or part of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

- (3) (a) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).
- (b) (i) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A(3)(b)(ii) of this section.



- (iv) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (c) The contractor or subcontractor shall make the records required under paragraph A(3)(a) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
- (4) (a) Apprentices and Trainees
  - (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- (7) Contract Termination, Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.
- (9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U. S. Department of Labor (USDOL) set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the USDOL, or the employees or their representatives.
- (10) (a) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 USC 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, USC, "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- (11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.
- B. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
  - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
  - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- C. Health and Safety
  - (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.



- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).
- (3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## II. Guidance to Contractor for Compliance with Labor Standards Provisions

### A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

### B. Complying with Minimum Hourly Amounts

- (1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.
- (2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.
- (3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
- (4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

### C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and related acts only establish minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and related acts.)

**D. Deductions**

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

**E. Classifications Not Included in the Wage Decision**

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The USDOL must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

**F. Supervisory Personnel**

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

**G. Sole Proprietorships/Independent Contractors/Leased Workers**

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.



If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

#### 11. Apprentices/Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of the journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

#### 12. E-Verify

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

- (a) E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. A contractor or subcontractor that has not signed up for E-Verify and executed a memorandum of understanding with the Department of Homeland Security can enroll in the E-Verify system on the Department of Homeland Security's website listed below:  
<http://www.uscis.gov/e-verify/e-verify-enrollment-page>
- (b) Contractors and subcontractors shall enroll in the E-Verify system prior to hiring any new employee after the effective date of their contracts to perform work on CDBG-funded projects. The address for obtaining an Employer Memorandum of Understanding is:  
<http://www.uscis.gov/sites/default/files/L%20SCIS/Verification/E-Verify/E-Verify%20Native%20Documents/MOU%20for%20E-Verify%20Employer.pdf>
- (c) The Department of Homeland Security offers tutorials and other assistance at the web address below:  
<http://www.uscis.gov/e-verify/you-start>

**Appendix**  
**Minority Participation Goals**

These are the goals, by county, for meeting the minority participation portion of Section 7-B(2)(b) of the CDBG Supplemental Conditions. These are contractor workforce goals, not goals for subcontracting to minority and women firms. Solicitation of minority and women firms as subcontractors is a separate federal requirement which the contractor must document compliance with.

| <u>Tampa-St. Petersburg Area</u>                                                  | <u>Percentage</u> |
|-----------------------------------------------------------------------------------|-------------------|
| Hillsborough, Pinellas, Pasco.....                                                | 17.9              |
| Charlotte, Citrus, Collier, DeSoto,.....                                          | 17.1              |
| Hardee, Hernando, & Highlands (all seven counties)                                |                   |
| Lee.....                                                                          | 15.3              |
| Manatee.....                                                                      | 15.9              |
| Polk.....                                                                         | 18.0              |
| Sarasota.....                                                                     | 10.5              |
| <u>Tallahassee Area</u>                                                           |                   |
| Leon, Wakulla.....                                                                | 24.3              |
| Calhoun, Franklin, Gadsden, Jackson,.....                                         | 29.5              |
| Jefferson, Liberty, Madison, & Taylor (all eight counties)                        |                   |
| <u>Pensacola - Panama City Area</u>                                               |                   |
| Bay.....                                                                          | 14.1              |
| Escambia, Santa Rosa.....                                                         | 18.3              |
| Gulf, Holmes, Okaloosa,.....                                                      | 15.4              |
| Walton, & Washington (all five counties)                                          |                   |
| <u>Jacksonville Area</u>                                                          |                   |
| Alachua.....                                                                      | 20.6              |
| Baker, Clay, Duval, Nassau, & St. Johns.....                                      | 21.8              |
| Bradford, Columbia, Dixie, Gilchrist.....                                         | 22.2              |
| Hamilton, Lafayette, Levy, Marion, Putnam,<br>Suwannee, & Union (all 11 counties) |                   |
| <u>Orlando - Daytona Beach Area</u>                                               | <u>Percentage</u> |
| Volusia.....                                                                      | 15.7              |
| Brevard.....                                                                      | 10.7              |
| Orange, Osceola, & Seminole (all three counties).....                             | 15.5              |
| Flagler, Lake, & Sumter (all three counties).....                                 | 14.9              |
| <u>Miami - Fort Lauderdale Area</u>                                               |                   |
| Dade.....                                                                         | 39.5              |
| Broward.....                                                                      | 15.5              |
| Palm Beach.....                                                                   | 22.4              |
| Glades, Hendry, Indian River, Monroe.....                                         | 30.4              |
| Okeechobee, Martin, & St. Lucie (all seven counties)                              |                   |

**EXHIBIT 14: NO COERCION FOR LABOR OR SERVICES AFFIDAVIT**

State of Florida,  
County of Alachua

I, MATTHEW TODD GRAY being duly sworn, state under oath:

1. I am a duly authorized representative of Gray Construction Services, Inc.
2. Under penalty of perjury, I attest and affirm that Gray Construction Services, Inc. does not use coercion as defined in section 787.06(2)(a), Florida Statutes to employ any person for labor or services.
3. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

DocuSigned by:  
MATTHEW TODD GRAY  
406DD1800E87481...

Signature

3/10/2025

Date Signed

**EXHIBIT 15: FOREIGN COUNTRIES OF CONCERN AFFIDAVIT**

State of Florida

County of Alachua

I, MATTHEW TODD GRAY being duly sworn, state under oath:

1. I am a duly authorized representative of Gray Construction Services, Inc..
2. Under penalty of perjury, I attest and affirm that Gray Construction Services, Inc.
  - 2.1. Is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes. (People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic)
  - 2.2. The government of a foreign country of concern does not have a controlling interest in Gray Construction Services, Inc.
  - 2.3. Gray Construction Services, Inc. is not organized under the laws of or has its principal place of business in a foreign country of concern.

DocuSigned by:  
MATTHEW TODD GRAY  
406CD1800E674B1

Signature

3/10/2025

Date Signed

## Certificate Of Completion

Envelope Id: E7552397-E033-4E3F-B11A-A2566BE2BD06

Status: Completed

Subject: Complete with Docusign: Pages from #14470 - Budget Inn Renovation. with Gray Construction Servi...

Source Envelope:

Document Pages: 3

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Michelle Guidry

AutoNav: Enabled

mguidry@alachuacounty.us

Envelopeld Stamping: Enabled

IP Address: 163.120.80.69

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

## Record Tracking

Status: Original

Holder: Michelle Guidry

Location: DocuSign

3/7/2025 2:23:35 PM

mguidry@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: Docusign

## Signer Events

### Signature

### Timestamp

MATTHEW TODD GRAY

Sent: 3/7/2025 2:35:59 PM

TGray@Gray-Construction.com

Viewed: 3/10/2025 11:48:58 AM

President

Signed: 3/10/2025 11:49:27 AM

Gray Construction Services, Inc.

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 32.132.46.34

### Electronic Record and Signature Disclosure:

Accepted: 3/10/2025 11:48:58 AM

ID: 84f17e68-fe04-4b10-a335-2536ab1ca2a9

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

Thomas (Jon) Rouse

**COPIED**

Sent: 3/10/2025 11:49:28 AM

trouse@alachuacounty.us

Contracts Supervisor

Alachua County Board of County Commissioners

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Carolyn Miller

**COPIED**

Sent: 3/10/2025 11:49:29 AM

crmiller@alachuacounty.us

Procurement Specialist

Procurement

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

| Carbon Copy Events                                                                                                                                                                | Status            | Timestamp                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------|
| Barbara Fair<br>bafair@alachuacounty.us<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <div>COPIED</div> | Sent: 3/10/2025 11:49:29 AM |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status           | Timestamps            |
|-------------------------|------------------|-----------------------|
| Envelope Sent           | Hashed/Encrypted | 3/7/2025 2:35:59 PM   |
| Certified Delivered     | Security Checked | 3/10/2025 11:48:58 AM |
| Signing Complete        | Security Checked | 3/10/2025 11:49:27 AM |
| Completed               | Security Checked | 3/10/2025 11:49:29 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
|--------------------------------------------|
|--------------------------------------------|

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

#### **To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.



# Alachua County Budget and Fiscal Services Procurement

Theodore "TJ" White, Jr. CPPB  
Procurement Manager

Thomas J. Rouse  
Contracts Supervisor

February 12, 2025

## **MEMORANDUM**

**To:** Theodore "TJ" White, Jr., NIGP-CPP, CPPB, Procurement Manager

**From:** Leira Cruz Cáliz, NIGP-CPP, CPPB, Procurement Agent III *LC*

**Subject:** **INTENT TO AWARD**  
ITB 25-522-LC Transformation of County Facility to Permanent Supportive Housing

Solicitation Deadline: 2:00 PM, February 5, 2025  
Solicitation Notifications View Count: 1090 Vendors  
Solicitations Downloads: 419 Vendors  
Solicitations Submissions: 3 Vendors

### **Vendors:**

Gray Construction Services, Inc.  
Trenton, FL 32693

Oelrich Construction Inc.  
Newberry, FL 32669

Ulloa Management Group, LLC  
Saint Augustine, FL 32092

### **RECOMMENDATION:**

The Board to approve the bid award to Gray Construction Services, Inc., as the lowest, most responsive, and responsible Vendor.

The actual bid award is subject to the appropriate signature authority identified in the Procurement Code.

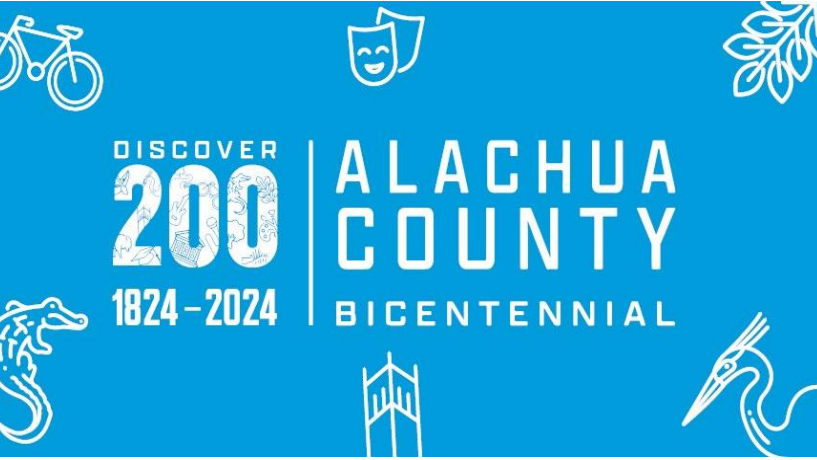
*TJ White*  
TJ White (Feb 17, 2025 11:40 EST)

Feb 17, 2025

Approved  
Theodore "TJ" White, Jr., NIGP-CPP, CPPB  
Procurement Manager

Date

TW/mm



## **Alachua County**

Facilities Management

6125 NW 18<sup>th</sup> Dr.

Gainesville FL 32653

Telephone: (352) 374-5229 Fax: (352)374-5279

February 11, 2025

### **MEMORANDUM:**

**TO:** Theodore White, Procurement Manager

**FROM:** Travis Parker, Facilities Management Director *Travis Parker*

**VIA:** Matt Fultz, Facilities Management Projects Coordinator

**RE:** Department Recommendation for ITB 25-522-LC: Transformation of County Facility to Permanent Supportive Housing.

Our department has reviewed the responses submitted for the above-mentioned project and has determined that the proposal listed below follows the department's project documents and instructions.

#### **1. Gray Construction Services**

Facilities Management recommends awarding this ITB Base Bid in the amount of **\$4,117,035.00** to the following vendor as the lowest most responsible and responsive vendor. The following Alternates are accepted for a deducted total of - **\$27,600.00, bringing the total cost to \$4,089,435.00.**

- **Deductive** ALT 1 Electrical Panels = - **\$33,600.00**
- **Add** ALT 3 Architecturally Matched Solor Site Lighting = **\$6,000.00**

If you have any questions, please contact Travis Parker [tparker@alachuacounty.us](mailto:tparker@alachuacounty.us) or (352) 374-5289.

Cc: Travis Parker, ACFM Director  
Danny Moore, Projects Supervisor  
Leira Cruz Caliz Procurement Agent III



**EXECUTIVE SUMMARY**  
**ITB No. ITB 25-522-LC**  
**Transformation of County Facility to Permanent Supportive Housing**

RESPONSE DEADLINE: February 5, 2025 at 2:00 pm

Thursday, February 13, 2025

**SOLICITATION OVERVIEW**

|                            |                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Title</b>       | Transformation of County Facility to Permanent Supportive Housing                                                                                                                                                                                                                                                                                                            |
| <b>Project ID</b>          | ITB 25-522-LC                                                                                                                                                                                                                                                                                                                                                                |
| <b>Project Type</b>        | Invitation To Bid                                                                                                                                                                                                                                                                                                                                                            |
| <b>Release Date</b>        | December 11, 2024                                                                                                                                                                                                                                                                                                                                                            |
| <b>Due Date</b>            | February 5, 2025                                                                                                                                                                                                                                                                                                                                                             |
| <b>Procurement Agent</b>   | Leira Cruz Cáliz, NIGP-CPP, CPPB                                                                                                                                                                                                                                                                                                                                             |
| <b>Project Description</b> | Alachua County is soliciting vendors for the conversion of the Budget Inn building located at 4401 SW 13th Street Gainesville Florida 32608. Alachua County has been awarded funds from the Federally-Funded Community Development Block Grant (CDBG) CARES (22CV-S25) Subgrant Agreement from the office of Department of Commerce (FloridaCommerce), to fund this project. |

**Introduction**

**Summary**

Alachua County Board of County Commissioners are calling for and requesting the submission of ITB 25-522-LC Transformation of County Facility to Permanent Supportive Housing.

The herein included sections along with [Advertisement for Bids](#), [Instruction to Bidders](#), [Terms and Conditions](#), [Insurance](#), [Scope of Work](#), [ITB Contract - Scope of Service](#), [Submittals](#) and the [ITB Pricing Form](#); together with all attached [Attachments](#) herein identified, constitute the entire bid package. Specifications and supplementary documents are essential parts of the ITB and requirements occurring in one are as binding as though occurring in all.

Alachua County is soliciting vendors for the conversion of the Budget Inn building located at 4401 SW 13th Street Gainesville Florida 32608. Alachua County has been awarded funds from the Federally-

## EXECUTIVE SUMMARY

ITB No. ITB 25-522-LC

### Transformation of County Facility to Permanent Supportive Housing

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Funded Community Development Block Grant (CDBG) CARES (22CV-S25) Subgrant Agreement from the office of Department of Commerce (FloridaCommerce), to fund this project.

#### Background

**Location:** Alachua County is located in North Central Florida. The County government seat is situated in Gainesville. Gainesville is located 70 miles southwest of Jacksonville, 129 miles southeast of Tallahassee, 140 miles northeast of Tampa - St. Petersburg and 109 miles northwest of Orlando. Alachua County has a population of over 250,000 and a regional airport. The County itself consists of a total area of 969 square miles.

**Form of Government:** Alachua County is governed by a Board of five (5) elected County Commissioners and operates under the established County Manager Charter form of government. In addition to the five County Commissioners, there are five elected Constitutional Officers: Supervisor of Elections, Sheriff, Clerk of the Court, Tax Collector, and the Property Appraiser. The Alachua County Attorney also reports to the Board.

#### Contact Information

**Leira Cruz Cáliz, NIGP-CPP, CPPB**

Procurement Agent III

Email: [lcruzcaliz@alachuacounty.us](mailto:lcruzcaliz@alachuacounty.us)

Phone: [\(352\) 337-6268](tel:(352)337-6268)

**Department:**

Facilities Management

#### Timeline

|                                                 |                                                                          |
|-------------------------------------------------|--------------------------------------------------------------------------|
| <b>Solicitation Release Date</b>                | December 11, 2024                                                        |
| <b>2nd Advertisement Date</b>                   | December 18, 2024                                                        |
| <b>Pre-Solicitation Meeting (Non-Mandatory)</b> | January 8, 2025, 9:00am<br>4401 SW 13th Street Gainesville Florida 32608 |
| <b>Question Submission Deadline</b>             | January 26, 2025, 12:01am                                                |
| <b>Solicitation Submission Deadline</b>         | February 5, 2025, 2:00pm                                                 |

**Solicitation Opening – Teams Meeting**

February 5, 2025, 2:00pm

The scheduled solicitation opening will occur via Teams Meeting: the information to join is provided below. Attendance (live viewing) of the bid opening is not required.

Join Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZTQyYzk5YzMtZDc4ZS00N2IxLTljMWUzMjAwNTQwN2NjNTNi%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22Oid%22%3a%22c82ab8e7-6ee1-4cd5-9191-4aa322a1828f%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTQyYzk5YzMtZDc4ZS00N2IxLTljMWUzMjAwNTQwN2NjNTNi%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22Oid%22%3a%22c82ab8e7-6ee1-4cd5-9191-4aa322a1828f%22%7d)

Meeting ID: 259 625 692 241

Passcode: yX9G3Q

Or call in (audio only)

+1 469-998-7938,,366862554# United States, Dallas

Phone Conference ID: 366 862 554#

If you have a disability and need an accommodation in order to participate in a County program, service or public meeting, please contact the Alachua County ADA Coordinator at [ADA@alachuacounty.us](mailto:ADA@alachuacounty.us) or Equal Opportunity Office at 352-374-5275 at least 7 business days prior to the event. TDD/TTY users, please call 711 (Florida Relay Service)

**SOLICITATION STATUS HISTORY**

| Date                  | Changed To | Changed By                       |
|-----------------------|------------|----------------------------------|
| Oct 24, 2024 10:36 AM | Draft      | Leira Cruz Cáliz, NIGP-CPP, CPPB |
| Oct 31, 2024 8:37 AM  | Review     | Leira Cruz Cáliz, NIGP-CPP, CPPB |

## EXECUTIVE SUMMARY

ITB No. ITB 25-522-LC

Transformation of County Facility to Permanent Supportive Housing

| Date                 | Changed To   | Changed By                       |
|----------------------|--------------|----------------------------------|
| Dec 11, 2024 4:10 PM | Final        | Leira Cruz Cáliz, NIGP-CPP, CPPB |
| Dec 11, 2024 4:10 PM | Post Pending | Leira Cruz Cáliz, NIGP-CPP, CPPB |
| Dec 11, 2024 4:33 PM | Open         | Leira Cruz Cáliz, NIGP-CPP, CPPB |
| Feb 5, 2025 2:00 PM  | Pending      | OpenGov Bot                      |
| Feb 5, 2025 4:52 PM  | Evaluation   | Leira Cruz Cáliz, NIGP-CPP, CPPB |

## PROPOSALS RECEIVED

| Status    | Vendor                      | Contact Info                                                        | Submission Date       |
|-----------|-----------------------------|---------------------------------------------------------------------|-----------------------|
| Submitted | Gray Construction Services  | CJ Harris<br>cjharris@gray-construction.com                         | Feb 5, 2025 1:56 PM   |
| Submitted | Oelrich Construction Inc.   | Nick Oelrich<br>noelrich@oelrichconstruction.com<br>(352) 745-7877  | Feb 5, 2025 1:44 PM   |
| No Bid    | Patterson Veterinary        | Gregory Pounds<br>pvs.orders.gov-<br>institute@pattersonvet.com     | Dec 12, 2024 11:21 AM |
| Submitted | Ulloa Management Group, LLC | Paul Ulloa-Jarrin<br>management@ulloagroupllc.com<br>(561) 888-3541 | Feb 5, 2025 1:58 PM   |

## VENDOR QUESTIONNAIRE PASS/FAIL

| Question Title                                                                                | Gray Construction Services | Oelrich Construction Inc. | Ulloa Management Group, LLC |
|-----------------------------------------------------------------------------------------------|----------------------------|---------------------------|-----------------------------|
| Submittal Confirmation                                                                        | Pass                       | Pass                      | Pass                        |
| Corporate Resolution Granting Signing                                                         | Pass                       | Pass                      | Pass                        |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request | Pass                       | Pass                      | Pass                        |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request | No Response                | No Response               | No Response                 |
| Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request | No Response                | No Response               | No Response                 |

## EXECUTIVE SUMMARY

ITB No. ITB 25-522-LC

## Transformation of County Facility to Permanent Supportive Housing

| Question Title                                                                                                       | Gray Construction Services | Oelrich Construction Inc. | Ulloa Management Group, LLC |
|----------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------|-----------------------------|
| Option 1: Company is an Alachua County Certified Small Business Enterprise.                                          | Pass                       | Pass                      | Pass                        |
| Option 2: I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid. | Pass                       | Pass                      | Pass                        |
| Option 3: SBE Participation.                                                                                         | Pass                       | Pass                      | Pass                        |
| Option 4: SBE Good Faith Effort.                                                                                     | Pass                       | Pass                      | Pass                        |
| Drug Free Workplace                                                                                                  | Pass                       | Pass                      | Pass                        |
| State Compliance                                                                                                     | Pass                       | Pass                      | Pass                        |
| Vendor Eligibility                                                                                                   | Pass                       | Pass                      | Pass                        |
| Non-SBE Subcontractors                                                                                               | Pass                       | Pass                      | Pass                        |
| Conflict of Interest                                                                                                 | Pass                       | Pass                      | Pass                        |
| Florida Department of Commerce Required Documents                                                                    | Pass                       | Pass                      | Pass                        |
| Form of Bid Bond                                                                                                     | Pass                       | Pass                      | Pass                        |
| Responsible Agent                                                                                                    | Pass                       | Pass                      | Pass                        |
| Number of years in this type of service?                                                                             | Pass                       | Pass                      | Pass                        |
| Number of years licensed in Alachua County?                                                                          | Pass                       | Pass                      | Pass                        |
| How many employees "ON THE JOB" each week?                                                                           | Pass                       | Pass                      | Pass                        |
| Number of employees "ON CALL" each week?                                                                             | Pass                       | Pass                      | Pass                        |
| List all major equipment which will be available upon commencement of the agreement to perform the required service: | Pass                       | Pass                      | Pass                        |
| Do you currently hold any municipality contracts?                                                                    | Pass                       | Pass                      | Pass                        |



## EXECUTIVE SUMMARY

ITB No. ITB 25-522-LC

Transformation of County Facility to Permanent Supportive Housing

---

| Question Title                                                                                                                                       | Gray Construction Services | Oelrich Construction Inc. | Ulloa Management Group, LLC |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------|-----------------------------|
| If you indicated yes to holding municipality contracts please list them below:                                                                       | Pass                       | Pass                      | Pass                        |
| List three references of firms receiving similar service to that requested in this bid (comparable facility size):                                   | Pass                       | Pass                      | Pass                        |
| Are your employees screened by:                                                                                                                      | Pass                       | Pass                      | Pass                        |
| Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party? | Pass                       | Pass                      | Pass                        |
| If you indicated yes to having any contracts or agreements canceled or terminated state the location and circumstances below:                        | Pass                       | Pass                      | Pass                        |
| What constitutes your normal business days and working hours?                                                                                        | Pass                       | Pass                      | Pass                        |
| Describe below, your firm's operational plan for providing the services under this agreement?                                                        | Pass                       | Pass                      | Pass                        |
| Acknowledgement of Requirements                                                                                                                      | Pass                       | Pass                      | Pass                        |

## PRICING RESPONSES

### BASE BID

## EXECUTIVE SUMMARY

ITB No. ITB 25-522-LC

## Transformation of County Facility to Permanent Supportive Housing

| Base Bid  |                                                                                                                        |          |                 | Gray Construction Services |                | Oelrich Construction Inc. |                | Ulloa Management Group, LLC |                |
|-----------|------------------------------------------------------------------------------------------------------------------------|----------|-----------------|----------------------------|----------------|---------------------------|----------------|-----------------------------|----------------|
| Line Item | Description                                                                                                            | Quantity | Unit of Measure | Unit Cost                  | Total          | Unit Cost                 | Total          | Unit Cost                   | Total          |
| 1         | Transformation of County Facility to Permanent Supportive Housing, as outlined in the Drawings and Contract Documents. | 1        | Lump Sum        | \$4,117,035.00             | \$4,117,035.00 | \$5,401,110.00            | \$5,401,110.00 | \$6,903,268.00              | \$6,903,268.00 |
| Total     |                                                                                                                        |          |                 |                            | \$4,117,035.00 |                           | \$5,401,110.00 |                             | \$6,903,268.00 |

## UNIT COST

| Unit Cost |                |          |                 | Gray Construction Services |         | Oelrich Construction Inc. |         | Ulloa Management Group, LLC |         |
|-----------|----------------|----------|-----------------|----------------------------|---------|---------------------------|---------|-----------------------------|---------|
| Line Item | Description    | Quantity | Unit of Measure | Unit Cost                  | Total   | Unit Cost                 | Total   | Unit Cost                   | Total   |
| 1         | Siding         | 1        | SQ FT           | \$22.00                    | \$22.00 | \$8.80                    | \$8.80  | \$7.40                      | \$7.40  |
| 2         | Roof Sheathing | 1        | SQ FT           | \$25.00                    | \$25.00 | \$5.00                    | \$5.00  | \$1.77                      | \$1.77  |
| 3         | Gypsum         | 1        | SQ FT           | \$3.00                     | \$3.00  | \$8.80                    | \$8.80  | \$2.84                      | \$2.84  |
| 4         | Fascia         | 1        | LF              | \$3.50                     | \$3.50  | \$6.60                    | \$6.60  | \$2.93                      | \$2.93  |
| 5         | Rafters/Lumber | 1        | SQ FT           | \$3.50                     | \$3.50  | \$22.00                   | \$22.00 | \$4.99                      | \$4.99  |
| Total     |                |          |                 |                            | \$57.00 |                           | \$51.20 |                             | \$19.93 |

## ALTERNATES

| Alternates |                                             |          |                 | Gray Construction Services |                   | Oelrich Construction Inc. |              | Ulloa Management Group, LLC |              |
|------------|---------------------------------------------|----------|-----------------|----------------------------|-------------------|---------------------------|--------------|-----------------------------|--------------|
| Line Item  | Description                                 | Quantity | Unit of Measure | Unit Cost                  | Total             | Unit Cost                 | Total        | Unit Cost                   | Total        |
| 1          | Electrical Panels                           | 1        | LS              | -\$33,600.00               | -\$33,600.00      | -\$8,000.00               | -\$8,000.00  | \$28,000.00                 | \$28,000.00  |
| 2          | Building 6                                  | 1        | LS              | -<br>\$245,000.00          | -<br>\$245,000.00 | \$256,608.00              | \$256,608.00 | \$629,342.00                | \$629,342.00 |
| 3          | Architecturally Matched Solar Site Lighting | 1        | LS              | \$6,000.00                 | \$6,000.00        | \$29,448.00               | \$29,448.00  | \$33,958.00                 | \$33,958.00  |
| Total      |                                             |          |                 |                            | -<br>\$272,600.00 |                           | \$278,056.00 |                             | \$691,300.00 |

## QUESTIONS AND ANSWERS

### Approved, Unanswered Questions

### Approved, Answers Provided

#### 1. Estimated budget

*Dec 13, 2024 9:15 AM*

**Question:** Please advise the estimated budget for the transformation project. Thank you.

*Dec 13, 2024 9:15 AM*

**Answered by Leira Cruz Cáliz, NIGP-CPP, CPPB:** The estimated budget for this project is \$4,000,000.00.

*Dec 16, 2024 10:15 AM*

#### 2. Interior Furniture Package

*Dec 16, 2024 10:42 AM*

**Question:** Please advise if there will be an interior furniture package - If so, do you have an estimated budget for that? - Thank you.

*Dec 16, 2024 10:42 AM*

**Answered by Danny Moore:** There is no furniture package.

*Dec 16, 2024 12:04 PM*

#### 3. budgetting / Cap

*Dec 16, 2024 12:03 PM*

**Question:** Please advise if the cap is \$4M and if not, what is the cap for this project?

*Dec 16, 2024 12:03 PM*

**Answered by Leira Cruz Cáliz, NIGP-CPP, CPPB:** It is the responsibility of the vendor to provide a reasonable amount when bidding.

*Dec 17, 2024 7:56 AM*

#### 4. SHIPPING CONTAINER 100% SOLAR HOMES

*Dec 16, 2024 11:08 AM*

**Question:** WOULD CONTAINER SOLAR HOMES BE ACCEPTED?

*Dec 16, 2024 11:08 AM*

**Answered by Leira Cruz Cáliz, NIGP-CPP, CPPB:** No.

*Dec 27, 2024 10:26 AM*

## 5. No subject

*Dec 17, 2024 9:26 AM*

**Question:** - Will these units be furnished or will that be on the end user? - Who will make the decision on the community center furniture? - Will the mentioned items be purchased through state contract?

*Dec 17, 2024 9:26 AM*

**Answered by Danny Moore:** Furniture is not part of this ITB

*Dec 18, 2024 8:46 AM*

## 6. Alternates

*Jan 9, 2025 10:35 AM*

**Question:** Please advise if acceptable for Contractor to provide voluntary alternates. If yes, can a optional line item be added to the bid pricing form.

*Jan 9, 2025 10:35 AM*

**Answered by Leira Cruz Cáliz, NIGP-CPP, CPPB:** In accordance with Section 3.24. Variations of Specifications No alternative bids specification shall be submitted unless specifically requested in the "Invitation to Bid" document.

*Jan 15, 2025 1:12 PM*

## 7. Telecom

*Jan 15, 2025 2:19 PM*

**Question:** Will the owner be self-performing the Low Voltage data work for Div. 27?

*Jan 15, 2025 2:19 PM*

**Answered by Danny Moore:** no

*Jan 23, 2025 7:52 AM*

## 8. No subject

*Jan 15, 2025 2:54 PM*

**Question:** Sheet D1.4 and D1.6 do not call for the removal of wall tile in the restroom. All of the other tenant spaces call for the removal of wall tile in the restroom area. Please confirm that Sheet D1.4 and D1.6 are correct in not calling out the removal of restroom wall tile.

*Jan 15, 2025 2:54 PM*

**Answered by Danny Moore:** Existing wall tile in restrooms will need to be removed in buildings 3 and 5. Demolition note 8 applies to restrooms in those buildings and has been added to the sheets D1.4 and D1.6.

*Jan 21, 2025 8:14 AM*

## 9. No subject

*Jan 16, 2025 3:43 PM*

**Question:** The refrigerators listed on sheet D1.5 are not shown to be removed. Please confirm that these appliances are not to be removed.

*Jan 16, 2025 3:43 PM*

**Answered by Danny Moore:** Existing Refrigerators in building 4 are to be removed. Demolition note 5 has been added to existing refrigerators on sheet D1.5.

*Jan 21, 2025 8:14 AM*

## 10. No subject

*Jan 16, 2025 3:44 PM*

**Question:** Sheet D1.5 has a note next to the closet in the bedroom for removal of wall tile. Please confirm that there is no wall tile in these areas.

*Jan 16, 2025 3:44 PM*

**Answered by Danny Moore:** Correct there is no wall tile for removal. Note 8 at closet in bedroom will be changed to be demolition note 18.

*Jan 21, 2025 8:14 AM*

## 11. No subject

*Jan 17, 2025 8:20 AM*

**Question:** During the Pre-Bid meeting, it was mentioned that the Contractor is responsible for abatement on Building 6. There is a note on sheet D1.7 that the Owner is to abate the building. Please clarify if the Owner or Contractor is to abate this building. If the Contractor is to abate, please provide the asbestos report.

*Jan 17, 2025 8:20 AM*

**Answered by Leira Cruz Cáliz, NIGP-CPP, CPPB:** Contractor is to abate the building as part of the scope of work. An asbestos report has been provided in Addendum #3.

*Jan 21, 2025 10:44 AM*

## 12. No subject

*Jan 17, 2025 8:34 AM*

**Question:** There is no specification or preferred manufacturer for the modular building. Please provide a specification or preferred manufacturer.

*Jan 17, 2025 8:34 AM*

**Answered by Danny Moore:** Sheet A1.7 provides general notes and specifications about what is the bases of design for the modular building. Creative Modular Buildings is a basis of design.

*Jan 21, 2025 8:13 AM*

## 13. No subject

*Jan 17, 2025 8:49 AM*

**Question:** In note 1 on the architectural drawings, it says that the refrigerator is Owner Furnished and Contractor Installed but the specifications provide a sped on it. Please confirm that the refrigerators are Owner Furnished Contractor Installed.

*Jan 17, 2025 8:49 AM*

**Answered by Danny Moore:** Refrigerators are to be new per specification and contractor furnished/contractor installed (C.F.C.I.). Note 1 on under Unit Construction Keynotes to be revised.

*Jan 21, 2025 8:13 AM*

## 14. No subject

*Jan 17, 2025 8:51 AM*

**Question:** The Invitation to Bid for this project states that substantial completion for this project is to be completed in 108 days. Please clarify if this is 108 working days or calendar days. If it is working days, please clarify what constitutes a working day.

*Jan 17, 2025 8:51 AM*

**Answered by Danny Moore:** 108 working day (M-F) is correct. A working day is Monday thru Friday.

*Jan 21, 2025 8:13 AM*

## 15. No subject

*Jan 17, 2025 9:51 AM*

**Question:** Will the County consider ODP for the modular building?

*Jan 17, 2025 9:51 AM*

**Answered by Danny Moore:** yes

*Jan 21, 2025 8:13 AM*

## ADDENDA & NOTICES

ADDENDA ISSUED:

### Addendum #1

*Dec 12, 2024 9:57 AM*

Substantial Completion has been modified to 108 Working Days.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

### Addendum #2

*Jan 9, 2025 12:44 PM*

This addendum removes the Pre Bid Meeting Attendance Question from Submittal section

Please use the [See What Changed](#) link to view all the changes made by this addendum.

### Addendum #3

*Jan 21, 2025 9:30 AM*

This addendum clarifies questions for sheets D 1.4, D 1.5 and D1.6.

*Attachments:*

· [Addendum No 1 - Budget Inn](#)

### Addendum #4

*Jan 28, 2025 12:37 PM*

This addendum has the following changes and additions to: Sheet E108, Sheet E206, and Sheet E303.

*Attachments:*

· [FRM Addendum No 2 - Budget Inn](#)

### Addendum #5

*Jan 28, 2025 12:39 PM*

This Addendum extends Bid Opening to Wednesday, February 5, 2025 at 2pm.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

ADDENDA ACKNOWLEDGEMENTS:

### Addendum #1

| Proposal                    | Confirmed | Confirmed At          | Confirmed By      |
|-----------------------------|-----------|-----------------------|-------------------|
| Oelrich Construction Inc.   | X         | Jan 10, 2025 4:17 PM  | Robert Proudfoot  |
| Gray Construction Services  | X         | Jan 27, 2025 11:07 AM | CJ Harris         |
| Ulloa Management Group, LLC | X         | Feb 5, 2025 12:54 PM  | Paul Ulloa-Jarrin |

### Addendum #2

| Proposal                    | Confirmed | Confirmed At          | Confirmed By      |
|-----------------------------|-----------|-----------------------|-------------------|
| Oelrich Construction Inc.   | X         | Jan 10, 2025 4:17 PM  | Robert Proudfoot  |
| Gray Construction Services  | X         | Jan 27, 2025 11:07 AM | CJ Harris         |
| Ulloa Management Group, LLC | X         | Feb 5, 2025 12:54 PM  | Paul Ulloa-Jarrin |

### Addendum #3

| Proposal                    | Confirmed | Confirmed At          | Confirmed By      |
|-----------------------------|-----------|-----------------------|-------------------|
| Oelrich Construction Inc.   | X         | Jan 31, 2025 1:37 PM  | Robert Proudfoot  |
| Gray Construction Services  | X         | Jan 27, 2025 11:07 AM | CJ Harris         |
| Ulloa Management Group, LLC | X         | Feb 5, 2025 12:54 PM  | Paul Ulloa-Jarrin |

### Addendum #4

| Proposal                    | Confirmed | Confirmed At         | Confirmed By      |
|-----------------------------|-----------|----------------------|-------------------|
| Oelrich Construction Inc.   | X         | Jan 31, 2025 1:37 PM | Robert Proudfoot  |
| Gray Construction Services  | X         | Feb 4, 2025 3:30 PM  | CJ Harris         |
| Ulloa Management Group, LLC | X         | Feb 5, 2025 12:54 PM | Paul Ulloa-Jarrin |

### Addendum #5

| Proposal                    | Confirmed | Confirmed At         | Confirmed By      |
|-----------------------------|-----------|----------------------|-------------------|
| Oelrich Construction Inc.   | X         | Jan 31, 2025 1:37 PM | Robert Proudfoot  |
| Gray Construction Services  | X         | Feb 4, 2025 3:30 PM  | CJ Harris         |
| Ulloa Management Group, LLC | X         | Feb 5, 2025 12:54 PM | Paul Ulloa-Jarrin |

#### NOTICES ISSUED:

##### **Notice #1**

*Jan 9, 2025 8:28 AM*

Attached are the sign on sheet and the ,minutes taken for Pre Bid meeting on January 8, 2025.

##### *Attachments:*

· [PB Minutes ITB 25-522-LC](#)



· [SIS ITB 25-522-LC](#)

## EVALUATION

### SELECTED VENDOR TOTALS

| Vendor                      | Total          |
|-----------------------------|----------------|
| Gray Construction Services  | \$4,089,435.00 |
| Oelrich Construction Inc.   | \$5,422,558.00 |
| Ulloa Management Group, LLC | \$6,965,226.00 |

### BASE BID

| Base Bid |           |                                                                                                                        |          |                 | Gray Construction Services |                | Oelrich Construction Inc. |                | Ulloa Management Group, LLC |                |
|----------|-----------|------------------------------------------------------------------------------------------------------------------------|----------|-----------------|----------------------------|----------------|---------------------------|----------------|-----------------------------|----------------|
| Selected | Line Item | Description                                                                                                            | Quantity | Unit of Measure | Unit Cost                  | Total          | Unit Cost                 | Total          | Unit Cost                   | Total          |
| X        | 1         | Transformation of County Facility to Permanent Supportive Housing, as outlined in the Drawings and Contract Documents. | 1        | Lump Sum        | \$4,117,035.00             | \$4,117,035.00 | \$5,401,110.00            | \$5,401,110.00 | \$6,903,268.00              | \$6,903,268.00 |
| Total    |           |                                                                                                                        |          |                 |                            | \$4,117,035.00 |                           | \$5,401,110.00 |                             | \$6,903,268.00 |

### UNIT COST

| Unit Cost |           |                |          |                 | Gray Construction Services |         | Oelrich Construction Inc. |         | Ulloa Management Group, LLC |        |
|-----------|-----------|----------------|----------|-----------------|----------------------------|---------|---------------------------|---------|-----------------------------|--------|
| Selected  | Line Item | Description    | Quantity | Unit of Measure | Unit Cost                  | Total   | Unit Cost                 | Total   | Unit Cost                   | Total  |
|           | 1         | Siding         | 1        | SQ FT           | \$22.00                    | \$22.00 | \$8.80                    | \$8.80  | \$7.40                      | \$7.40 |
|           | 2         | Roof Sheathing | 1        | SQ FT           | \$25.00                    | \$25.00 | \$5.00                    | \$5.00  | \$1.77                      | \$1.77 |
|           | 3         | Gypsum         | 1        | SQ FT           | \$3.00                     | \$3.00  | \$8.80                    | \$8.80  | \$2.84                      | \$2.84 |
|           | 4         | Fascia         | 1        | LF              | \$3.50                     | \$3.50  | \$6.60                    | \$6.60  | \$2.93                      | \$2.93 |
|           | 5         | Rafters/Lumber | 1        | SQ FT           | \$3.50                     | \$3.50  | \$22.00                   | \$22.00 | \$4.99                      | \$4.99 |
| Total     |           |                |          |                 |                            | \$0.00  |                           | \$0.00  |                             | \$0.00 |

### ALTERNATES

## EXECUTIVE SUMMARY

ITB No. ITB 25-522-LC

## Transformation of County Facility to Permanent Supportive Housing

| Alternates |           |                                             |          |                 | Gray Construction Services |                   | Oelrich Construction Inc. |              | Ulloa Management Group, LLC |              |
|------------|-----------|---------------------------------------------|----------|-----------------|----------------------------|-------------------|---------------------------|--------------|-----------------------------|--------------|
| Selected   | Line Item | Description                                 | Quantity | Unit of Measure | Unit Cost                  | Total             | Unit Cost                 | Total        | Unit Cost                   | Total        |
| X          | 1         | Electrical Panels                           | 1        | LS              | -\$33,600.00               | -\$33,600.00      | -\$8,000.00               | -\$8,000.00  | \$28,000.00                 | \$28,000.00  |
|            | 2         | Building 6                                  | 1        | LS              | -<br>\$245,000.00          | -<br>\$245,000.00 | \$256,608.00              | \$256,608.00 | \$629,342.00                | \$629,342.00 |
| X          | 3         | Architecturally Matched Solar Site Lighting | 1        | LS              | \$6,000.00                 | \$6,000.00        | \$29,448.00               | \$29,448.00  | \$33,958.00                 | \$33,958.00  |
| Total      |           |                                             |          |                 |                            | -\$27,600.00      |                           | \$21,448.00  |                             | \$61,958.00  |


# ITA 25-522 ITB Transformation of County Facility to Permanent Supportive Housing

Final Audit Report

2025-02-17

|                 |                                                |
|-----------------|------------------------------------------------|
| Created:        | 2025-02-14                                     |
| By:             | Leira Cruz Caliz (lcruzcaliz@alachuacounty.us) |
| Status:         | Signed                                         |
| Transaction ID: | CBJCHBCAABAAiqkpKgMxFR0x7qPSbaEkK3Dt5NRar5-u   |

## "ITA 25-522 ITB Transformation of County Facility to Permanent Supportive Housing" History

-  Document created by Leira Cruz Caliz (lcruzcaliz@alachuacounty.us)  
2025-02-14 - 8:32:18 PM GMT
-  Document emailed to TJ White (twhite@alachuacounty.us) for signature  
2025-02-14 - 8:34:50 PM GMT
-  Email viewed by TJ White (twhite@alachuacounty.us)  
2025-02-17 - 4:10:37 PM GMT
-  Document e-signed by TJ White (twhite@alachuacounty.us)  
Signature Date: 2025-02-17 - 4:10:48 PM GMT - Time Source: server
-  Agreement completed.  
2025-02-17 - 4:10:48 PM GMT

Gray Construction Services, Inc.

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY  
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of Gray Construction Services, Inc. , a  
(insert name of company)

Florida corporation (the "Corporation"), at a duly and properly  
(insert state of incorporation)

held meeting on the 5<sup>th</sup> day of January , 20<sup>24</sup> ,

did hereby consent to, adopt, ratify, confirm and approve the following recitals and resolutions:

**WHEREAS**, the Corporation is a duly formed, validly existing corporation in good  
standing under the laws of the State of Florida and is authorized to do  
business in the State of Florida; and

**WHEREAS**, the Corporation desires to grant certain persons the authority to execute  
and enter into contracts and conduct business on behalf of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that any of the following officers and employees of  
the Corporation listed below are hereby authorized and empowered, acting alone, to sign,  
execute and deliver any and all contracts and documents on behalf of the Corporation, and to do  
and take such other actions, including but not limited to the approval and execution of contracts,  
purchase orders, amendments, change orders, invoices, and applications for payment, as in his  
or her judgment may be necessary, appropriate or desirable, in connection with or related to any  
bids, proposals, or contracts to, for or with to Alachua County, a charter

DS  
MTG

county and political subdivision of the State of Florida:

| <u>NAME</u>       | <u>TITLE</u> |
|-------------------|--------------|
| Matthew Todd Gray | President    |
|                   |              |
|                   |              |
|                   |              |
|                   |              |

**BE IT RESOLVED THAT**, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

**IN WITNESS WHEREOF**, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 5<sup>th</sup> day of January, 20<sup>24</sup>, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

**(Corporate Seal)**

**Secretary of the Corporation**

DocuSigned by:  
By: MATTHEW TODD GRAY  
406DD4600E67401...

Matthew Todd Gray  
(Print Secretary's Name)

RESOLUTION 25-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY,  
FLORIDA, TO RECEIVE UNANTICIPATED REVENUE IN FUND 202, COMMUNITY  
DEVELOPMENT BLOCK GRANT CORONAVIRUS RELIEF  
FUNDING.

**WHEREAS**, the Board of County Commissioners of Alachua County, Florida ("Board") applied for and received a funding award for or from the federally-funded Community Development Block Grant – Coronavirus Relief Funding (CDBG-CV) Program; and

**WHEREAS**, State of Florida, Department of Economic Opportunity is the grantee agency for the State of Florida, designated to receive additional funding for the program purposes; and

**WHEREAS**, the Board is ready to implement such a project for the CDBG-CV program which will further benefit the public health, safety and welfare of Alachua County and its residents.

**WHEREAS**, it is necessary to recognize unanticipated revenue for fund 202 "CDBG-CV" to account for and administer revenues;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the fiscal year 2025 budget for the CDBG-CV fund 202 amended as reflected in the budget amendment attached hereto as Exhibit "A".
2. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein, in accordance with the CDBG-CV grant agreement.
3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2025.

BOARD OF COUNTY COMMISSIONERS OF  
ALACHUA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Charles S. Chestnut, IV, Chair

ATTEST:

---

J.K. Jess Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM:

---

Alachua County Attorney

[illegible]





## Agenda Item Summary

---

**File #: 25-00131**

**Agenda Date: 3/25/2025**

---

**Agenda Item Name:**

**Report of Contracts signed by County Manager or Designee in the month of January and February 2025.**

**Presenter:**

Theodore White, Procurement Manager, 352.374.5202

Thomas Rouse, Procurement Contracts Supervisor, 352.374.5202S

**Description:**

Report of contracts signed by the County Manager and authorized designee(s) during the month of January and February 2025, as authorized by guidelines adopted by the Board of County Commissioners.

**Recommended Action:**

No action necessary; for informational purposes only. The report and a copy of the contracts have been submitted to the Clerk for inclusion into the minutes.

**Prior Board Motions:**

N/A

**Fiscal Note:**

N/A

**Strategic Guide:**

All Other Mandatory and Discretionary Services

**Background:**

At their regular meeting on July 8, 2014, the Board of County Commissioners adopted Resolution 14-49 adopting guidelines for signature authority for contracts that could be signed by the County Manager, authorized designees, and staff. The guidelines provided that a copy the contracts will be attached to the Clerk's copy of the agenda for inclusion into minutes.

This report includes fully approved contracts and grants approved during January and February 2025.

Electronic copies of agreements are maintained by the County and copies can be made available for review upon request. Additionally, contracts signed as of July 1, 2024, can be accessed by the following link:

<https://alachuacounty.cobblestone.software/public/Default.aspx>



| Contract Number                                                                                                                                                                                       | Vendor Name                                                                              | Contract Amount | Revenue or Expense | Description                                                                                                                         | Responsible Division                                       | Approval Date | Approved By                | Document Type                     | SubDocument Type |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------|----------------------------|-----------------------------------|------------------|--|--|
| 14559                                                                                                                                                                                                 | MCCI, LLC                                                                                | \$13,991.72     | Expense            | JustFOIA Master Services Agreement                                                                                                  | County Manager Office                                      | 1/1/2025      | County Manager or Designee | Contract                          | Contract         |  |  |
| 14505                                                                                                                                                                                                 | Buddi US, LLC                                                                            | N/A             | N/A                | No Cost Electronic Monitoring Pilot Agreement                                                                                       | Court Services                                             | 1/2/2025      | County Manager or Designee | Contract                          | Contract         |  |  |
| 14563                                                                                                                                                                                                 | Best Western Plus North, Tallahassee                                                     | NA              | NA                 | Group Sales Agreement. Room reservation                                                                                             | County Manager Office                                      | 1/7/2025      | County Manager or Designee | Contract                          | Contract         |  |  |
| 14529                                                                                                                                                                                                 | Newberry, City of                                                                        | N/A             | N/A                | Temporary License Agreement for Access and Use of Real Property                                                                     | Public Works, Solid Waste                                  | 1/14/2025     | County Manager or Designee | License                           | Contract         |  |  |
| 14361                                                                                                                                                                                                 | Daniel Holder                                                                            | N/A             | N/A                | License Agreement for Use of Alachua County Property                                                                                | Environmental Protection, Land Conservation and Management | 1/14/2025     | County Manager or Designee | License                           | Contract         |  |  |
| 14546*                                                                                                                                                                                                | Gainesville Chamber Orchestra, Inc.                                                      | \$96,532.48     | Expense            | Nature and Culture Destination Enhancement Grant Program Agreement                                                                  | Visit Gainesville                                          | 1/14/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14540                                                                                                                                                                                                 | GOVOS, Inc.                                                                              | \$26,557.92     | Expense            | Addendum Agreement for Digital Forms                                                                                                | ITS - Information Services                                 | 1/22/2025     | County Manager or Designee | Contract                          | Contract         |  |  |
| 14551                                                                                                                                                                                                 | O-Town Compost, Inc.                                                                     | N/A             | NA                 | Limited Commercial Collection Service Franchise Agreement                                                                           | Public Works, Solid Waste                                  | 1/22/2025     | County Manager or Designee | Contract                          | Contract         |  |  |
| 14533*                                                                                                                                                                                                | Gainesville Little Theatre, Inc.                                                         | \$70,016.32     | Expense            | Nature and Culture Destination Enhancement Grant Program Agreement                                                                  | Visit Gainesville                                          | 1/22/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14534                                                                                                                                                                                                 | Historic Haile Homestead, Inc.                                                           | \$10,526.70     | Expense            | Nature and Culture Destination Enhancement Grant Program Agreement                                                                  | Visit Gainesville                                          | 1/22/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14536                                                                                                                                                                                                 | Cultural Arts Coalition, Inc.                                                            | \$40,400.00     | Expense            | Nature and Culture Destination Enhancement Grant Program Agreement                                                                  | Visit Gainesville                                          | 1/22/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14535*                                                                                                                                                                                                | Gainesville Circus Center, Inc.                                                          | \$91,326.41     | Expense            | Nature and Culture Destination Enhancement Grant Program Agreement                                                                  | Visit Gainesville                                          | 1/22/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14557                                                                                                                                                                                                 | Gainesville Big Band, Inc.                                                               | \$5,358.15      | Expense            | Nature and Culture Destination Enhancement Grant Program Agreement                                                                  | Visit Gainesville                                          | 1/23/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14537*                                                                                                                                                                                                | Cade Museum for Creativity                                                               | \$286,586.89    | Expense            | Nature and Culture Destination Enhancement Grant Program Agreement                                                                  | Visit Gainesville                                          | 1/23/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14556*                                                                                                                                                                                                | Matheson Museum, Inc.                                                                    | \$81,771.30     | Expense            | Nature and Culture Destination Enhancement Grant Program Agreement                                                                  | Visit Gainesville                                          | 1/23/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14547                                                                                                                                                                                                 | Art Association of Alachua County, Inc.                                                  | \$6,453.00      | Expense            | Nature and Culture Destination Enhancement Grant Program Agreement                                                                  | Visit Gainesville                                          | 1/30/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14545*                                                                                                                                                                                                | Dance Alive!, Inc.                                                                       | \$183,246.90    | Expense            | Nature and Culture Destination Enhancement Grant Program Agreement                                                                  | Visit Gainesville                                          | 1/30/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14555*                                                                                                                                                                                                | Gainesville Fine Arts Association, Inc.                                                  | \$58,354.57     | Expense            | Nature and Culture Destination Enhancement Grant Program Agreement                                                                  | Visit Gainesville                                          | 1/30/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14595                                                                                                                                                                                                 | Lee's Preschool Center, Inc.                                                             | \$15,000.00     | Expense            | Small Grant Initiative Funding Agreement                                                                                            | Community Support Services                                 | 2/10/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14587                                                                                                                                                                                                 | Carolyn's Heart Incorporated                                                             | \$15,000.00     | Expense            | Small Grant Initiative Funding Agreement                                                                                            | Community Support Services                                 | 2/10/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14585                                                                                                                                                                                                 | Pattie-Cake Christian Academy, LLC                                                       | \$15,000.00     | Expense            | Small Grant Initiative Funding Agreement                                                                                            | Community Support Services                                 | 2/10/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14596                                                                                                                                                                                                 | Old Town Ministries, Inc.                                                                | \$15,000.00     | Expense            | Small Grant Initiative Funding Agreement                                                                                            | Community Support Services                                 | 2/11/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14642                                                                                                                                                                                                 | Auto Plus Raceway at Gainesville                                                         | N/A             | NA                 | Termination Agreement for an On the Job Training Contract, G4A1123                                                                  | Community Support Services                                 | 2/11/2025     | County Manager or Designee | Contract                          | Other            |  |  |
| 14554                                                                                                                                                                                                 | TBD Solutions, Inc.                                                                      | \$45,000.00     | Expense            | Professional Services Agreement for Alachua County Crisis Center Technical Update                                                   | Community Support Services                                 | 2/16/2025     | County Manager or Designee | Contract                          | Contract         |  |  |
| 14574                                                                                                                                                                                                 | Syracuse University                                                                      | \$10,000.00     | Expense            | Agreement for Evaluation of Alachua County Programs and Services pertaining to the Americans with Disabilities Act (ADA) Compliance | Equal Opportunity Office                                   | 2/16/2025     | County Manager or Designee | Contract                          | Contract         |  |  |
| 14613                                                                                                                                                                                                 | The Florida Division of Emergency Management                                             | N/A             | NA                 | Memorandum of Agreement for Use of Weatherstem Stations                                                                             | Fire - Emergency Management                                | 2/16/2025     | County Manager or Designee | Memorandum of Understanding (MOU) | Contract         |  |  |
| 14623                                                                                                                                                                                                 | First Missionary Baptist Church of Gainesville, Inc.                                     | \$15,000.00     | Expense            | Small Grant Initiative Funding Agreement                                                                                            | Community Support Services                                 | 2/20/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14624                                                                                                                                                                                                 | Community Impact Corporation, Inc.                                                       | \$15,000.00     | Expense            | Small Grant Initiative Funding Agreement                                                                                            | Community Support Services                                 | 2/20/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| 14583                                                                                                                                                                                                 | K L Scott & Associates LLC                                                               | \$48,000.00     | Expense            | Professional Services Agreement for County Strategic Plan Update                                                                    | Budget and Fiscal Services (BFS)                           | 2/20/2025     | County Manager or Designee | Contract                          | Contract         |  |  |
| 14553                                                                                                                                                                                                 | University of Florida Health, Shands Hospital. and North Florida Regional Medical Center | N/A             | NA                 | Data Sharing Agreement                                                                                                              | Fire Rescue                                                | 2/24/2025     | County Manager or Designee | Contract                          | Contract         |  |  |
| 14622                                                                                                                                                                                                 | Ecology of the Heart, Inc.                                                               | \$15,000.00     | Expense            | Small Grant Initiative Funding Agreement                                                                                            | Community Support Services                                 | 2/25/2025     | County Manager or Designee | Contract                          | Grant Agreement  |  |  |
| *10/22/2024, the Board authorized the County Manager to execute agreements with each grantee, including those where the funding recommendations exceeds \$50,000 for NCDE Agreements. Item #24-00926. |                                                                                          |                 |                    |                                                                                                                                     |                                                            |               |                            |                                   |                  |  |  |



## Agenda Item Summary

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**File #: 25-00194**

**Agenda Date: 3/25/2025**

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**Agenda Item Name:**

**Infrastructure Surtax Oversight Board - November 19, 2024 Minutes**

**Presenter:**

Gina Peebles – Assistant County Manager – Chief of Staff

**Description:**

Infrastructure Surtax Oversight Board - November 19, 2024 Minutes

**Recommended Action:**

No action necessary. For informational purposes only.

**Prior Board Motions:**

N/A

**Fiscal Note:**

N/A

**Strategic Guide:**

Infrastructure

**Background:**

The 10-member Infrastructure Surtax Oversight Board reviews infrastructure surtax expenditures for all nine cities and the County.

## **Infrastructure Surtax Citizen Oversight Board**

Date: November 19, 2024  
Time: 5:30 pm  
Location: County Administration Building - Grace Knight Conference Room  
12 SE 1 Street, 2nd Floor, Gainesville, FL 32601

### **1. Call to Order**

The meeting was called to order at 5:31 p.m.

Alachua County Members Present: Jill Cunningham (Vice Chair), Eric Drummond (Chair), Steve Howard, Jack Kulas, and Nancy Wilkinson (alternate)

City of Gainesville Members Present: David Ruiz

Incorporated Cities (not Gainesville) Members Present: Ross Ambrose

Members Absent: Makyla Mafi and Mary Lou Hildreth (alternate)

Staff Present: Gina Peebles

Other Municipal Staff Present: Betsy Waite

Outside Counsel Absent: Patrice Boyes

### **2. Approval of the Regular and Consent Agendas**

David Ruiz made a motion to approve the Regular and Consent agendas as presented; Jack Kulas second; unanimous approval; motion carried.

### **3. Approval of Minutes**

David Ruiz made a motion to approve the July 22 minutes as presented; Jack Kulas second; unanimous approval; motion carried.

### **4. Consent Agenda**

**4.1 Accept 3rd Qtr. (Apr., May, Jun. , 2024) Wild Spaces Public Places Expenditures for Archer, Hawthorne, LaCrosse, and Waldo**

**4.2 Accept 3rd Qtr. (Apr., May, Jun. , 2024) Infrastructure Expenditures for Alachua, Archer, Hawthorne, LaCrosse, and Waldo**

#### **4.3 FY 23 Annual Surtax Audit Findings Attestation Reports**

The city of High Springs will submit their attestation once their audit is finalized.

### **5. Review of Quarterly Wild Spaces Public Places Municipal / County Expenditures for 3rd Qtr. (Apr., May, Jun., 2024)**

#### **5.1 Alachua County**

Jack Kulas made a motion to approve the quarterly Alachua County report as presented; David Ruiz seconded; unanimous approval; motion carried. The Oversight Board requested more detail for the Cuscowilla operating expenses moving forward.

#### **5.2 Alachua**

Jill Cunningham made a motion to approve the quarterly Alachua report as presented; David Ruiz seconded; unanimous approval; motion carried.

#### **5.3 Gainesville**

Ross Ambrose made a motion to approve the quarterly Gainesville report as presented; David Ruiz seconded; unanimous approval; motion carried. Betsy Waite reported the City is strategically investing 2017 funds for certain projects while balancing operating expenses of previously completed projects. Discussion ensued about sunk costs for projects that aren't constructed for various reasons. The consensus was that design/engineering plans can be constructed at some point in the future with little to no modification, so surtax expenditures for these services are appropriate.

#### **5.4 High Springs**

The consensus was to table this report until the next meeting as the Cash on Hand and 2023 Surtax Remaining don't match.

#### **5.5 Micanopy**

Jill Cunningham made a motion to approve the quarterly Micanopy report as presented; Jack Kulas seconded; unanimous approval; motion carried.

#### **5.6 Newberry**

The consensus was to table this report until the next meeting as it is critical to distinguish the Cash on Hand for 2017 and 2023.

**6. Review of Quarterly Infrastructure Municipal / County Expenditures for 3rd Qtr. (Apr., May, Jun., 2024)**

**6.1 Alachua County**

Ross Ambrose made a motion to approve the quarterly Alachua County report as presented; the motion was amended pending confirmation and approval of the \$212,000+ Quarterly Revenue Received discrepancy between the WSPP and Infrastructure reports; Jill Cunningham seconded; unanimous approval; motion carried.

Subsequent to the meeting, staff determined the discrepancy was due to the Infrastructure report including interest earned during the quarter, while the WSPP report only included surtax revenue proceeds. Moving forward, both reports will include interest earned during the quarter.

**6.2 Gainesville**

Ross Ambrose made a motion to approve the quarterly Gainesville report as presented; David Ruiz seconded; unanimous approval; motion carried.

**6.3 High Springs**

Jack Kulas made a motion to approve the quarterly High Springs report as presented; David Ruiz seconded; unanimous approval; motion carried.

**6.4 Micanopy**

Jack Kulas made a motion to approve the quarterly Micanopy report as presented; Jill Cunningham seconded; unanimous approval; motion carried.

**6.5 Newberry**

Jill Cunningham made a motion to approve the quarterly Newberry report as presented; Jack Kulas seconded; unanimous approval; motion carried. The Board did request more detail moving forward.

**7. Old Business**

**7.1 High Springs**

The consensus was to ask our Outside Counsel, Patrice Boyes, for a legal opinion as the City purchased the Outpost assuming they had eight (8) years of surtax revenue to repay the loan. However, it was cut short by two (2) years when the 2023 surtax was approved and the 2017 surtax was sunset. They also disagree with the city's responses regarding the

playground chips, debt service, and van sale revenue. Additional clarification will be requested.

## **7.2 Newberry**

Ross Ambrose made a motion to approve the 2nd quarter Newberry report as presented; Jill Cunningham seconded; unanimous approval; motion carried.

## **7.3 Micanopy**

Ross Ambrose made a motion to approve the 2nd quarterly Micanopy report as presented; David Ruiz seconded; unanimous approval; motion carried.

# **8. New Business**

## **8.1 Quarterly Report Formatting**

The consensus was to update the quarterly report formatting as discussed.

## **8.2 Resolution Update**

Ross Ambrose made a motion to request the Board update Resolution 22-105 (section 7.5) to state that "A quorum will consist of 50% plus one of filled member or alternate member seats" rather than four as currently written; David Ruiz seconded. Unanimous approval. Motion carried.

This change will allow flexibility of the Board to conduct meeting in case of many vacancies.

Chair Drummond suggested the Board also consider allowing the eight small cities to report annually since they have very few expenses, but the consensus of the Board was to continue quarterly reporting to ask questions and address concerns timely.

# **9. Public Comment (3 Minutes)**

None.

# **10. Date/Time/Location of Next Meeting**

The next Infrastructure Oversight Board meeting will be held on Feb. 24, 2025 at 5:30 p.m.

# **11. Attendance Report**

# **12. Adjournment**



The meeting was adjourned at 6:37 p.m.



## Agenda Item Summary

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**File #: 25-00204**

**Agenda Date: 3/25/2025**

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**Agenda Item Name:**

**Economic Development Advisory Committee January 23, 2025 Minutes**

**Presenter:**

Nephtali Dzubin – Senior Staff Assistant – County Manager’s Office

**Description:**

Economic Development Advisory Committee January 23, 2025 Minutes

**Recommended Action:**

No action necessary. For informational purposes only.

**Prior Board Motions:**

N/A.

**Fiscal Note:**

N/A

**Strategic Guide:**

All Other Mandatory and Discretionary Services

**Background:**

The Economic Development Advisory Committee advises the County Commission on issues related to economic development. Members serve four year terms.

Brief History of Committee: The reconstitution of the Economic Development Advisory Committee was approved by the County Commission on August 12, 2008.

Mission Statement: The responsibility of the Economic Development Advisory Committee shall be to develop and provide policy recommendations to the County Commission related to the promotion of sustainable economic development activities within Alachua County.

Note from Chair: The Economic Development Committee was pleased with its outreach efforts to the municipalities and progress on its work plan. The County is starting to see benefits from large and small economic development capital commitments of the Board. The Committee looks forward to beginning 2025 with new members and challenges.

## **Economic Development Advisory Committee**

Date: January 23, 2025  
Time: 2:30 pm  
Location: County Administration Building - Grace Knight Conference Room  
12 SE 1 Street, 2nd Floor, Gainesville, FL 32601

### **1. Call to Order**

The meeting was called to order at 2:30 PM.

Members Present: Carrie Bush, Nedra Goettling, Romona Jackson, Linda James, Levy Odera, Elliott Welker, and Ying Xu

Members Absent: Jeffrey Arnold, Michael Carnevale, Alexander Hamilton Sanchez

Others in Attendance: Sarah Rockwell, Bill Dorman, Sean McLendon

### **2. Introductions and Overview**

- **Introductions and Overview of Workshop Intent**

EDAC members in attendance introduced themselves to the Tourist Development Council (TDC).

### **3. Small Group Topical Rotating Discussions**

- **Small Group Topical Rotating Discussions (15 Minute per Topic)**

Small groups were formed that included both EDAC and TDC members. The small group addressed four topics and associated Strengths Weakness Opportunities and Threats (SWOT). Where possible, the groups ranked their top three issues. Not all SWOT items were ranked.

- **Workforce Development: Ready for Opportunity and Extending Prosperity**

#### **Strengths**

1. College students seeking mentorship.
2. University / SF College / Technical Schools
3. Diversity; age, education, etc.

- Central location in state
- Nature / Sports: opportunities for work/life balance.
- Highly educated workforce

### **Opportunities**

1. Turnover
  2. Growth of population
  3. Building awareness of programs
- Transportation
  - Develop more public/private opportunities
  - Market targeted industries
  - Major employers; non-medical / educational
  - East side development
  - Educating communities on resources available.

### **Weaknesses**

1. Public Transportation; bus system
  2. Awareness / emphasis on programs
  3. Labor infrastructure / skilled labor training programs
- Traffic
  - Gaps; income, wealth, education
  - Transient population
  - Vocational / trade training opportunities (CDL)

### **Threats**

1. Infrastructure development of other counties
  2. Perception of college education requirements
  3. Artificial Intelligence
- Money allocation

- Housing
- Retention of graduates
- Cost of living / income/ wage potentials
- Property taxes / utilities
- Schools (grades and state policies)
- **Infrastructure Investments: Shovel-Ready and East-West Parity**

### **Strengths**

1. Airport expansion + parking
  2. Natural attraction / green space
  3. Armory on 39th
- I-75
  - RTS for UF
  - County investments on local roads
  - Water / sewer system quality
  - Reliable and local electricity
  - Stable county management / finances
  - Resistance to economic bubbles (no wildfires, earthquakes, etc.)

### **Opportunities**

- Airport infrastructure
- Zoning limitations
- Land to develop
- Meat processing plant
- Builder incentives for affordable housing
- Use of more local vendors/suppliers
- Designate more areas for development.

- Rural areas
- Improve utility resilience

### **Weaknesses**

1. Road Conditions
2. Public utilities in rural areas
3. Cost of living
  - Non-developable land
  - Public transportation
  - Parking meters
  - Lack of direct flights
  - Uneven / one-sided development focus
  - Traffic congestions
  - Wetlands / Hurricane fears
  - GRU Utilities
  - Affordable Housing

### **Threats**

- Resistance to growth / urbanization
- Diminished road conditions
- Aging water treatment
- Superfund sights
- Over population, esp. during hurricane influx.
- Flooding
- High cost of insurance
- Property taxes
- Economic shifts, esp. in education

- Increase density
- **County Partnerships: Leveraging Relationships for Inclusive Growth**

### **Strengths**

- More money + ideas
- Strategic plans with target industries to narrow focus
- Lots of activities / events
- UF/IFAS, UF Health
- UF Industrial Complex
- SF College
- RTS
- State funding
- Non-profits
- 80 active organizations
- Good understanding of need for partnerships
- VA Hospital
- Shands

### **Opportunities**

- Understand roles of various agencies, municipalities and chambers
- Teamwork to complete shared goal
- SBAC Housing / affordable housing
- Regionalism
- Economic development corp (nonprofit)
- University + community development projects
- Long term community development
- Recruitment + training

## **Weaknesses**

- Competition across economic development agencies
- Meeting space / convention spaces
- Lack of hotels
- Lack of Economic development corp
- Funding
- Lack of awareness
- Lack of incentives
- Lack of coordination between partners
- Recruitment
- Training
- Exposure for grassroot partnerships / inclusive opportunities

## **Threats**

- Too many voices
- **Focus Areas: Prioritizing for Impact and Aligning with Strategic Goals**

## **Strengths**

- I-75
- Sports tourism
- Airport
- Families
- Cultural activities
- Natural aspects
- Sports Center Complex
- Stability from economy
- UF as a driver for development



## **Opportunities**

- Open spaces for tourism (hot air balloon festivals)
- Music festivals
- Small business “fast track: w/ incentives (meat packing plant)
- Agri-tech
- Bio-tech
- Artificial intelligence
- Distribution centers
- More diversified space in local economy.
- Reduce barriers of accessibility.
- Education / ambassador programs for new business owners
- Event promotion
- Apple store
- Growing food scene

## **Weaknesses**

- Lack of open space for festival (medieval faire)
- Communication
- Counterintuitive restrictions
- Focus on small business and entrepreneurship
- Central location
- Accessibility to our cultural activities / reduce barriers
- Overdependence on UF
- Non-taxable land
- Lack of awareness of what is happening

## **Threats**

- Government regulations

- Bureaucracy for projects
- Lack of “long game”
- Lack of innovation
- Operating in silos (needs more collaboration)
- Lack of city pride
- Tele-health
- Artificial intelligence

#### **4. Group Findings and Future Actions**

- **Small Group Report Out – Summary of Recurring Themes; Next Steps**

Staff will compile the thoughts and reference them as part of the Tourism & Economic Development Office first year of efforts. These topics may be used as a recurring theme for an annual check-in with both committees.

#### **5. Member Comments**

#### **7. Adjournment**

The meeting was adjourned at 4:30 PM.



## Agenda Item Summary

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**File #:** 25-00205

**Agenda Date:** [Publish Date]

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**Agenda Item Name:**

**Rural Concerns Advisory Committee Minutes of November 19, 2024, and January 21, 2025**

**Presenter:**

Ken McMurry, (352) 374-5249

**Description:**

Approved Minutes from November 19, 2024, and January 21, 2025, Rural Concerns Advisory Committee meetings

**Recommended Action:**

No Action necessary. For Informational purposes only

**Prior Board Motions:**

None

**Fiscal Note:**

N/A

**Strategic Guide:**

All Other Mandatory and Discretionary Services

**Background:**

These minutes are being provided to the Board for informational purposes.

**Rural Concerns Advisory Committee  
Meeting Minutes**

November 19, 2024

4:00 pm

Community Support Services, Classroom A

218 SE 24<sup>th</sup> St., Gainesville, FL 32641

**1. Call to Order**

**COMMITTEE MEMBERS PRESENT:**

Dr. Rodney Clouser (Chair), Leah Compton, Janet Hearn, Micky McMillan, John Nix, Missy Norman, Dr. Cindy Sanders, Amy Van Scoik, Brent Weisman

**COMMITTEE MEMBERS ABSENT:**

none

**STAFF PRESENT:**

Ken McMurry, Senior Planner, Growth Management

Regina Williams, Planning Assistant, Growth Management

**PUBLIC PRESENT:**

Marilyn Wimen

Hailey Hubbard

Chair Clouser called the meeting to order at 4:02 pm. There were 9 members present, which was confirmed to satisfy the requirement for at least a quorum under County Advisory Board Guidelines. Chair Clouser welcomed the members of the public and said that public comment would be taken at appropriate points on the agenda.

**2. Approval of the Agenda**

Chair Clouser asked for a motion to approve the agenda. Motion was made by Mr. Nix to approve the agenda; seconded by Ms. Compton.

**ACTION: Motion passed unanimously.**

**3. Old Business**

**3.1 Nominations and elections of officers (per RCAC Bylaws Article IV)**

Chair Clouser opened the floor for nominations.

**3.1.1 Chair**

Ms. Hearn nominated Dr. Clouser for Chair and he accepted the nomination. There were no other nominations.

Dr. Sanders moved that the nominations cease, seconded by Ms. Compton.

**ACTION: Motion passed unanimously to elect Rodney Clouser as Chair for a term through the end of the next fiscal year (September 30, 2025).**

### **3.1.2 Vice-Chair**

Dr. Sanders nominated Micky McMillan for Vice Chair and she accepted the nomination. There were no other nominations.

Mr. Nix moved that the nominations cease, seconded by Ms. Compton.

**ACTION: Motion passed unanimously to elect Micky McMillan Vice Chair for a term through the end of the next fiscal year (September 30, 2025).**

## **4. New Business**

### **4.1 Review and discussion of RCAC member positions listed in establishing Resolution**

Mr. McMurry said that in September the County Commission discussed issues related to County advisory board participation, recognition, and vacancies, and asked the advisory boards for recommendations on hard-to-fill vacancies or any other issues. There was Committee discussion regarding current membership categories and criteria; issues related to the number of and potential for reducing member positions; current and potential methods of applicant recruitment; ensuring opportunities for diversity of members; and the County's definition of a quorum. Dr. Clouser said the Farm Bureau's role could be to encourage young farmers to participate in local government, including serving on the RCAC.

Dr. Sanders moved that the RCAC recommend that the County Commission delete the Alternate member position leaving 11 regular members only; seconded by Ms. Norman.

Following Committee discussion regarding issues related to member retention and attendance, Dr. Sanders withdrew the motion and Ms. Norman withdrew the second.

### **4.2 Discussion of RCAC 2025 meeting schedule**

Chair Clouser asked if staff had any new information on the Agricultural Lands Protection Strategy citizen board. Mr. McMurry said that he talked to Andi Christman who advised that information would be shared as soon as it is ready. He said that the Property Appraiser staff is still committed to speaking on the agricultural assessment process at the January meeting.

There was discussion of potential topics for upcoming meetings, including hearing from the new Sheriff on rural issues and call trends, enforcement of overweight trucks and jurisdictional issues, the County's rural emergency response system, and technical issues with 911 false calls; update on the Florida Farm Bill; the Florida Dept. of Health assessment report for Alachua County; and updates on the County's 2025 state legislative delegation, Forward Focus initiative for eastern Alachua County, broadband grants, and Fire Rescue master planning efforts. There was also Committee discussion regarding the development of the County's Climate Action Plan, especially the Agriculture and Food Security, and Heat and Mental Health chapters; farmworker issues, including heat

protection, potential for deportation of immigrant workers at the federal and state levels, and any responses from Alachua County; hurricane debris cleanup; and reports of a potential music park near Melrose. Mr. McMurry said staff would begin following up on these topics for potential agenda items for 2025.

**5. Approval of minutes for 10-15-2024 meeting**

Motion was made by Ms. Van Scoik to approve the minutes for the 10-15-2024 meeting; seconded by Dr. Sanders.

**ACTION: Motion passed unanimously.**

**6. Attendance Report**

Mr. McMurry said the current Attendance Report showed all members in compliance with the attendance policy at this time. He said that there are 3 applicants for 3 current vacancies that staff is preparing to take to the Board.

**7. Chair Comments**

There were no Chair comments.

**8. Committee Members Comments**

Vice Chair McMillan asked for a summary of the annual cycle of Committee activity. Chair Clouser said that the annual workplan and accomplishments report is completed in the fall and then presented to the County Commission in the spring. Mr. McMurry said that the Committee typically takes breaks in December and potentially November due to holidays and a month during the summer.

**9. Public Comments**

Marilyn Wimen said that the County has a lot of young farmers and that social media should be explored as a way to get younger people involved in the Committee. Mr. Nix said the Citizens Climate Advisory Board is making a recommendation to the County Commission for a position on that board for students aged 18-21.

**10. Next Meeting**

January 21<sup>st</sup> at the Extension Office.

**11. Adjournment**

Motion was made by Dr. Sanders to adjourn the meeting; seconded by Mr. Nix.

**ACTION: Motion passed unanimously.**

Chair Clouser called the meeting to a close at 5:46 pm.

**APPROVED 01-21-2025**

**Rural Concerns Advisory Committee  
Meeting Minutes**

January 21, 2025

4:00 pm

Extension Auditorium

22712 W Newberry Road, Newberry, FL 32669

**1. Call to Order**

**COMMITTEE MEMBERS PRESENT:**

Dr. Rodney Clouser (Chair), Micky McMillan (Vice Chair), Jacobi Bedenfield, Lyman Conover, Janet Hearn, Tyrone Johnson, Missy Norman, Dr. Cindy Sanders, Brent Weisman

**COMMITTEE MEMBERS ABSENT:**

Leah Compton, John Nix, Amy Van Scoik

**STAFF PRESENT:**

Ken McMurry, Senior Planner, Growth Management

Regina Williams, Planning Assistant, Growth Management

Ben Chumley, Principal Planner, Growth Management

**PUBLIC PRESENT:**

Julie Burger

David Hodge

Gailen Hodge

Kevin Lussier

Sarah Luther

Raulie Raulerson

Curt Williams

Chair Clouser called the meeting to order at 4:03 pm. There were 7 members present, which was confirmed to satisfy the requirement for at least a quorum under County Advisory Board Guidelines. He said that, per the County Advisory Board Guidelines, Mr. Johnson as Alternate member and physically present can vote today. Chair Clouser welcomed the members of the public, who briefly introduced themselves, and said that public comment would be taken at appropriate points on the agenda.

Ms. Norman joined the meeting at 4:10 pm; Mr. Conover joined the meeting at 4:20 pm.

## **2. Approval of the Agenda**

Chair Clouser asked for a motion to approve the agenda. Motion was made by Dr. Sanders to approve the agenda; seconded by Ms. Hearn.

**ACTION: Motion passed unanimously.**

## **3. Welcome New Members**

Chair Clouser welcomed new members Jacobi Bedenfield and Tyrone Johnson. Mr. Bedenfield said he would be serving in the Residing in the Unincorporated Area position and shared his background, education, and experience in agriculture. Mr. Johnson said he would be serving in the Alternate position and shared his experience as a local investor and his current service on the County's Housing Authority Board. Mr. Conover said he would be serving in the Farm Bureau position and shared his background, education, and experience in agriculture.

## **4. New Business**

### **4.1 Alachua County Agricultural Tax Classification Assessment Process**

**– Rhyder Smith, Director of Field Operations; Jakob Green, Agriculture Appraiser – Alachua County Property Appraiser's Office**

Chair Clouser said that this item was coming before the Committee due to community interest, while recognizing that the Property Appraiser's Office is independent from the County Commission. Mr. Smith gave a presentation on agricultural classification, classification factors in Florida Statutes, policies and guidelines, and current local classification statistics.

There were questions from Committee members regarding interpretation of acceptable practices, best management practices, certification of silviculture operations, timing of new operations, changes in ownership, changes to development uses. There were questions from members of the public regarding best management practices, seasonal timing issues, and cover crops and soil building.

## **5. Old Business**

### **5.1 Confirm RCAC 2025 Meeting dates and locations**

Mr. McMurry presented a draft 2025 meeting dates calendar based on the Committee's 2024 meeting dates and locations. Chair Clouser recommended that the Committee take breaks in December, in either June or July, and potentially in one other month depending on issues and agendas, for a total of 9 or 10 meetings for the year; and meet at the Health Dept. location for the 2<sup>nd</sup> meeting of each quarter. He asked if there were any objections and there were none.



**6. Approval of minutes for 11-19-2024 meeting**

Motion was made by Ms. Hearn to approve the minutes for the 11-19-2024 meeting; seconded by Ms. McMillan.

**ACTION: Motion passed unanimously.**

**7. Attendance Report**

Mr. McMurry said the current Attendance Report showed all members in compliance with the attendance policy at this time. He said the Attendance Report is always sent out with the meeting materials and that if members have any questions about their status, they should ask staff. He said that staff would follow up as needed with those members who are absent today.

**8. Chair Comments**

Chair Clouser said he would be presenting the RCAC annual report to the County Commission and asked if there had been confirmation of a meeting date. Mr. McMurry said that the presentation is scheduled for the March 25<sup>th</sup> Commission meeting.

**9. Staff Updates**

Mr. McMurry said that, per discussion with Chair Clouser, this new regular agenda item will include information on current topics in follow up to Committee request or that staff identifies as relevant to the Committee's mission. He gave information on the new Agricultural Land Protection Strategy board and positions; Chair Clouser encouraged any interested RCAC members to apply.

Mr. McMurry gave information on a job opening for a new County Agricultural Economic Development Coordinator position; Chair Clouser asked members to let anyone who may be qualified know. He gave information on the County Commission 2025 legislative priorities, including projects with rural and agricultural funding requests, and said he would follow up with Committee members with information on the Farm Bureau's current Farm Bill priorities.

Mr. McMurry said the February 18<sup>th</sup> RCAC meeting would include Sean McLendon on the County's Climate Action Plan chapter on Agriculture and Food Security, food hub project, and small producer grant program.

**10. Committee Members Comments**

Mr. Weisman asked about any updates on the issue of coordination on land use, development, and zoning issues between the County and municipalities. Mr. McMurry said staff are working on the issue and could bring an update as it progresses.

Ms. McMillan asked about the County charter and the relationship of municipality and County regulations such as natural resource protection. Mr. Chumley said there is a County Growth Management area where County land use regulations apply, and there are certain County-wide natural resources protections. He said the County Environmental Protection

Department could provide more information on the requirements and process for natural resource protection. Ms. McMillan asked if any input was needed for the Chair's March 25<sup>th</sup> Board presentation; Chair Clouser said to pass ideas along to staff or bring them to the February 18<sup>th</sup> meeting. Ms. McMillan asked about refuse and dumping issues in the County.

Dr. Sanders gave an update on an odor problem last month in the northern part of the County. She said it was caused by poultry litter spread on agricultural land.

#### **11. Public Comments**

The public that were present left the meeting following the tax classification item; there were no further public comments.

#### **12. Next Meeting**

Next Meeting – February 18<sup>th</sup> @ Alachua County Health Dept.

#### **13. Adjournment**

Motion was made by Ms. Norman to adjourn the meeting; seconded by Dr. Sanders.

**ACTION: Motion passed unanimously.**

Chair Clouser called the meeting to a close at 5:51 pm.

**APPROVED 02-18-2025**



## Agenda Item Summary

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**File #:** 25-00208

**Agenda Date:** [Publish Date]

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**Agenda Item Name:**

**Environmental Protection Advisory Committee (EPAC) Minutes Sept 2024-Jan 2025**

**Presenter:**

Summer Waters, Senior Planner, Environmental Protection Department, 352-264-6812

**Description:**

EPAC Committee Meeting minutes for September 2024 through January 2025

**Recommended Action:**

No action necessary, for informational purposes only

**Prior Board Motions:**

N/A

**Fiscal Note:**

N/A

**Strategic Guide:**

Environment

**Background:**

The Environmental Protection Advisory Committee (EPAC) was established by the Alachua County Board of County Commissioners (BOCC) in 1984 to advise and assist the BOCC on environmental issues. EPAC is composed of 11 Board-appointed citizens, plus one alternate. EPAC members are volunteers who are interested in developing effective environmental programs and policies, and in promoting greater community involvement in local environmental issues. EPAC gathers information, makes recommendations to the BOCC, and endorses select environmental policy initiatives.



# **Alachua County Environmental Protection Advisory Committee**

*Jay Rosenbek, Chair  
Christopher Stoney, Vice-Chair  
Summer Waters, Staff Liaison*

## **EPAC SEPTEMBER MEETING MINUTES**

Prepared by Neesha Anderson  
September 3rd, 2024 - 6:00 – 8:00

**EPAC Members attending in person:** Neesha Anderson, George Papadi, Holly Florence, Jay Rosenbeck, Jan Frentzen, David Vaina, Heshan Illangkoon, Bettina Moser

**Staff attending in person:** Summer Waters

**Guests attending in person:** Seven members of the public were present, see sign in sheet for the meeting.

### **1. Call to Order**

The meeting was called to order at 6:04 PM.

### **2. Approval of the Agenda**

Jan Frentzen motioned to add a discussion of the Tara Forest West development to the agenda after the staff presentation. Holly Florence seconded. The motion passed unanimously.

### **3. Approval of Minutes**

Bettina Moser motioned to approve; Jan Frentzen seconded. The motion passed unanimously.

### **4. Administrative Updates**

#### **1) Overview of attendance policy**

The current attendance policy was sent to EPAC members. Enforcement will begin Oct. 1<sup>st</sup> with the new fiscal year. EPAC members are encouraged to still stay home if they aren't feeling well.

#### **2) Election of EPAC Secretary**

There were no volunteers for secretary. The committee will revisit at the next meeting.

### 3) Staff Presentation

Andrew Coniglio, Forester with Alachua County Growth Management, provided an overview of tree health and tree protection in Alachua County. Andrew discussed Heritage trees, regulated trees, tree anatomy, tree pruning basics, and tree mitigation.

### 5. Tara Forest West Development Discussion

Jay Rosenbek provided an update on the Tara Forest West Development, which is planned in the city of Alachua. The proposed development is adjacent to mill creek sink within sensitive karst area. Jay read from the article that was published regarding the development. It was anticipated that the Alachua County Board of County Commissioner's (BoCC) would discuss the project at their meeting on September 24<sup>th</sup>. Summer reiterated that individual EPAC members could attend the BoCC meeting and speak on their own behalf with or without a motion from EPAC. The committee decided to craft a recommendation in time for the BoCC meeting.

Vice-Chair Chris Stoney made the following motion: *EPAC expresses the strongest possible support for the Alachua County Environmental Protection Department and Board of County Commissioners' efforts to eliminate or minimize the environmental damage to surface and underground water, including the Mill Creek Sink, Hornsby Springs, Florida Aquifer, and Santa Fe River, that will result if the City of Alachua Commission approves the Tara Forest West development. To achieve this goal, we endorse the use of all possible data-based, legal and political tools and arguments.*

Bettina seconded. The motion was opened for discussion. There was some discussion about the various water bodies that could potentially be impacted by the development. Hornsby Springs, Santa Fe River, and the Florida Aquifer were discussed although additional information was needed to ensure an accurate answer.

After further discussion Vice-Chair Chris Stoney presented a modified motion that read as follows: *EPAC expresses the strongest possible support for the Alachua County Environmental Protection Department and Board of County Commissioners' efforts to eliminate or minimize the environmental damage to water resources and karst features that may result if the City of Alachua Commission approves the Tara Forest West development. EPAC considers the potential consequences of degradation of these resources by this*

*development unacceptable, therefore we endorse the use of all possible data-based, legal, and political tools and arguments to protect these invaluable resources.*

George Papadi seconded the revised motion. The motion passed unanimously.

#### **6. Public Comment**

There was no public comment

#### **7. Adjournment**

The meeting adjourned at 8:09 pm



# **Alachua County Environmental Protection Advisory Committee**

*Jay Rosenbek, Chair  
Christopher Stoney, Vice-Chair  
Summer Waters, Staff Liaison*

## **EPAC OCTOBER MEETING MINUTES**

Prepared by Christopher Stoney

October 1st, 2024 - 6:00 – 8:00 pm

Environmental Protection Department Building, NE 1st Street, Gainesville, FL 32601  
Conference Room A

**EPAC Members attending in person:** Jay Rosenbeck, Neesha Anderson, George Papadi, Christopher Stoney, Jan Frentzen, Bettina Moser, Blake Jacoby, Krista Kilburg

**Staff attending in person:** Summer Waters

**Guests attending in person:** Four members of the public were present, see sign in sheet for the meeting.

### **1. Call to Order**

The meeting was called to order at 6:12 PM. Chairperson Jay Rosenbeck established the Secretary role as a rotating duty for members to fulfill each month. Vice Chair Christopher Stoney volunteered and has assumed duty for this meeting. This is the first meeting to adhere to the newly approved in-person attendance policy. There was no remote or video option.

### **2. Approval of the Agenda - 6:14 PM**

Jay Rosenbeck motioned to approve the meeting's agenda. Blake Jacoby seconded. Motion passed unanimously.

### **3. Approval of the September Minutes - 6:15 PM**

Christopher Stoney motioned to approve September's meeting minutes prepared by Neesha Anderson. Neesha Anderson seconded. Motion passed unanimously.

#### **4. Eco-Loop Update - 6:16 PM**

Gus Olmos, Alachua County Solid Waste Director, provided an update on Eco Loop and its search for tenants. Green Edge & Sunshine Compost both pitched, with Sunshine Compost being unanimously favored by all citizen action committees and then approved by Alachua County. However, Gainesville Airport objected to the approval of Sunshine Compost due to FAA's concern over potential issues with birds. Alachua County is currently accepting proposals for potential tenants that adhere to their policies outlined in the Planned Development Master Plan: waste-based industry, no smokestacks/burning, no organics or waste-to-energy industries. - Alachua County is collecting suggestions from citizen action committees on how to attract potential businesses/industries to Eco-Loop. That would include expanding or amending the policies to attract more industries.

#### **5. Old Business - 6:46 PM**

##### **1) Tara Forest Discussion**

Chair Jay Rosenbeck gave an update on EPAC's official statement against the proposed development(s) to the County Commissioners during their meeting earlier that day. The statement was well received by BoCC, with a copy being requested by Commissioners after Jay read it. Jay Rosenbeck expressed the desire to have a guest speaker to discuss Alachua County's current building & development code.

##### **2) Tree Code Presentation Follow-up**

Chair Jay Rosenbeck gave a brief overview of the tree code presentation from last meeting, and stated that we won't hear proposed changes until after the Climate Action Plan is announced. It was noted that tree policy is regulated by Growth Management, not Environmental Protection. Discussed bringing back Andrew Coniglio, Forester with Alachua County Growth Management, to answer further questions and deliver more specifics, however it was agreed that other committees were tasked with suggesting revisions to the tree code. Thus, EPAC's time is better spent on water issues.

#### **6. Work Plan - 7:21 PM**

Jay Rosenbeck gave an overview of the draft 2025 goals & objectives for the workplan and asked that EPAC members review the current (2024) Work Plan, and come to the next meeting with any feedback, revisions,



or additions. Blake Jacoby suggested revising the “Community Outreach & Equity” section to include educational outreach as it pertains to wildlife and future land development (e.g. gopher tortoise importance). Bettina Moser suggested promoting the Homegrown National Park movement and informed the committee of the Fall Horticultural Expo on Oct 19th (Alachua County Equestrian Center, Newberry) where Doug Tallamy will be the keynote speaker. Jay Rosenbeck suggested removing Cabot-Koppers Superfund Site goal, as not much progress on its clean-up has been made since it was first added to the Work Plan. Blake Jacoby suggested moving “Waste Management” section to a different category; shuffling its goals to other categories. Jay Rosenbeck tasked EPAC members with creating their own version of the Work Plan, and bring the revised proposal to the next meeting.

## **7. Public Comment - 7:43 PM**

Three citizens gave comments:

Citizen A asked for an overview of EPAC’s responsibilities; Jay Rosenbeck responded

Citizen B asked if EPAC’s work is seen as beneficial by the BOCC; Jay Rosenbeck & George Papadi responded

Citizen C asked how EPAC focuses its priorities; Jay Rosenbeck, George Papadi & Neesha Anderson responded. Citizen C also expressed support for Blake Jacoby’s suggestion of wildlife education outreach, and offered a suggestion that Alachua County offer shared partnership/co-ownership of property to encourage potential Eco-Loop tenants

## **8. Adjournment**

The meeting was adjourned at 7:53 PM



# **Alachua County Environmental Protection Advisory Committee**

*Jay Rosenbek, Chair  
Christopher Stoney, Vice-Chair  
Summer Waters, Staff Liaison*

## **EPAC DECEMBER MEETING MINUTES**

Prepared by Krista Kilburg

December 3rd, 2024 - 6:00 – 8:00 pm

Grace Knight Conference Room, Alachua County Administration Building,  
12 E 1<sup>st</sup> Street, Gainesville, FL 32601

**Board members attending in person:** George Papadi, Christopher Stoney, Bettina Moser, Heshan Illangoon, David Vaina, Krista Kilburg, Holly Florence, Jan Frentzen

**Staff attending in person:** Summer Waters

**Guests attending in person:** Chase Pirtle, Leslie Straub, Bill Frankenberger

### **1. Call to Order**

Chair Jay Rosenbek called to order at 6:03pm

### **2. Approval of the Agenda**

Vice-Chair Chris Stoney motioned to move Climate Summit Update to the 4th item, Bettina Moser seconded. The motion passed unanimously.

### **3. Approval of Minutes**

Jan Frentzen motioned to approve minutes; Holly Florence seconded. The motion passed unanimously.

### **4. Climate Summit Update, Jay Rosenbek**

Having attended the CCAC's Climate Summit, Chair Jay Rosenbek shared his notes with the purpose of discussions guiding the structure of thinking for the committee. Jay gave a recap of the one day event and discussed the items being brought forward in the Climate Action Plan.

### **5. Gopher Tortoises and Conservation**

Chase Pirtle, Director of Ashton Biological Preserve (ABP) covered the following topics.

- A presentation of the Gopher Tortoise curriculum update, discussing ABP's survey of burrows into "active", "inactive" and "abandoned".
- An examination of the practice of gassing burrows and its detrimental effects (i.e. aquifer contamination, species endangerment)
- Florida is seeing a transition with respect to relocation with South Florida running out of recipient sites and relocation to distant sites lowering tortoises chances of survival due to stress and inability to adapt, creating "Zombie" tortoises that will live out their days but not procreate leading to ultimate decline in population over decades.
- Discussion of creating safe havens for wildlife in pasteurized systems; the importance of corridor systems and educating farmers; tax break to encourage animal protection
- Comparison of conservation easements vs agricultural easements and the need for protection programs through land set aside.
- Discussion of options on a local level development plan review including recapture clause and encourage onsite set aside instead of relocation.

## 6. Public Comment

Citizen A: Leslie Straub

Discussion of proposed development between Staghorn and Turkey Creek in the City of Alachua. Plans indicate wetland filling.

## 7. Finalize Work Plan

Discussion about the conduction of a Special Area Study for Hickory Sink (AKA Lee Property). Agreed on changing language to stay updated on all countywide Special Area Studies.

- Broaden energy scope to "alternative energy including waste to energy"
- Add support to heat policy under "health and safety" grouping

Dr. Illangkoon discussed new toxins in tire particles. After discussion the group decided to broaden language from microplastics and nano plastics to micro and nano particulates.

Jan Frentzen motioned to approve the Work Plan with above-mentioned changes, Christopher Stoney seconded. The motion passed unanimously.

## **8. Adjournment**

Meeting adjourned at 8:05pm



# **Alachua County Environmental Protection Advisory Committee**

*Jay Rosenbek, Chair  
Christopher Stoney, Vice-Chair  
Summer Waters, Staff Liaison*

## **EPAC JANUARY MEETING MINUTES**

Prepared by George Papadi

January 7th, 2025 - 6:00 – 8:00 pm  
Environmental Protection Department Building, NE 1<sup>st</sup> Street, Gainesville, FL 32601  
Conference Room A

**Board members attending in person:** Jay Rosenbek, Christopher Stoney, Bettina Moser, Heshan Illangkoon, Jan Frentzen, George Papadi

**Staff attending in person:** Summer Waters

**Guests attending in person:** Leslie Straub, Bill Frankenberger

### **1. Call to Order**

Chair Jay Rosenbek called to order at 6:00pm

### **2. Approval of the Agenda**

Chair Jay called for a motion to approve the agenda. Jan made the motion, George seconded. Motion approved unanimously.

### **3. Approval of Minutes**

The minutes were approved with 3 modifications.

### **4. The ECO-LOOP**

Gus Olmos gave a brief background history, explaining that it was meant to further zero waste initiatives but had met with some hurdles getting tenants so needed a new approach. He also conveyed the BOCC's request for EPAC to submit recommendations for the best activities on the property. Additionally, he mentioned the following:

- The Hazardous Waste Facility relocation is moving along.
- Florida Express Environment is back in the game.

- A Bulk Storage Facility would be acceptable.
- Food waste would not be acceptable.

Gus added that the land is very attractive due to its industrial zoning & its proximity to the Transfer Station. But he also reminded us that the Materials Environmental Recovery Facility (MERF) is old and that is another factor to consider. Jay read aloud a list of possibilities for the ECO-LOOP which he sent to Summer for distribution to EPAC (attached).

## **5. Turkey Creek Residential Subdivision**

Leslie Straub described a new development near Turkey Creek that citizens are concerned about the proposed wetland impacts of a development site which is in between Staghorn and Turkey Creek residential subdivisions but much closer to Staghorn, which Leslie indicated has experienced flooding problems. Since the development is inside the City of Alachua, no motion was made at this time. The development is currently in the rezoning phase.

## **6. Old Business**

### **1) Microplastics Discussion**

During December's EPAC meeting the Work Plan was modified to broaden the scope from micro and nano plastics to micro and nano particulates. The report will therefore cover both plastic and non-plastic particulates.

Heshan briefly discussed tire issues and reminded us that the State of Florida will soon be using road building substrates that include low grade radioactive materials with the implication that they could pose a public health risk. Summer will share George's abstract and presentation with EPAC so that Heshan and George can coordinate the presentation while complying with Sunshine law.

### **2) Spring Intern/Volunteer**

Chair Jay Rosenbek reported that he had an in-depth conversation with Campbell Al-Khafaji and was very impressed. He felt she should handle her assignment very well.

Jay recommended Campbell Al-Khafaji as our next student-intern for her to continue the previous intern's work on the survey to assist with the implementation of EPAC's Community Conversation.

A motion to approve Jay's recommendation was made by Chris Stoney and seconded by Jay Frentzen. The vote to approve was unanimous.

## **7. Public Comment**

There was no additional public comment

## **8. Adjournment**

Meeting adjourned at 8 pm.

**ATTACHMENT A**  
**ECO-LOOP Planning From Jay Rosenbek**

I have listed ideas separately without consideration of what is legal, what might have been considered and rejected in the past, and what additional actions such as finding markets for products might be involved. County/City, government/private, and government/UF and or Santa Fe cooperative or partnership efforts might facilitate some of the suggestions. Ideas could be combined, of course.

1. Continue present effort and request proposals for another round. Some I talked to strongly support businesses producing biochar where we have University experts including Andrew Zimmerman, Dept of Geological Sciences (if my search is valid).
2. Continue present effort and revisit some of the second-place finishers which included one that promised to produce biochar if my memory serves.
3. Renegotiate with airport authority on the acceptability of a composting company.
4. Pause any development but retain the acreage and try again in the future according to criteria to be worked out.
5. Convert to another county use such as for the new hazardous waste center discussed at 6-11-24 BoCC meeting and/or offer to work with city to site one of their environmental facilities-if any.
6. Grow hemp or some other environmentally useful crop.
7. Develop a Resource Recovery Park and require source separation of all loads for reuse, recycling and composting before tipping on the floor. As you know such parks have been successful in several places including Boulder, Colorado and El Cerrito, California.
8. Develop partnership with UF and/or Santa Fe's environment departments to create experimental facilities to develop products from waste such as the Design Declassified effort in Michigan where plastic is turned into 100% recycled sheet material useful in counter tops and etc.
9. Develop entrepreneurial relationships to produce products from waste such as the Tampa business that creates counter tops from recycled glass.



10. Develop an incubator for non-profits devoted to environmental issues.

11. Sell property as site for an environmentally sound project.

Number 11 is, in my view, unacceptable until all other strategies, including but not limited to what is outlined above, and time, have been exhausted. The County does not, in my view, want to be identified with new projects that are incompatible with the new Climate Action Plan and existing and to be improved policies.

12. Sell or lease property without regard for kind of use.



## Agenda Item Summary

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**File #: 25-00215**

**Agenda Date: 3/25/2025**

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**Agenda Item Name:**

**Arts Council – February 3, 2025 Minutes**

**Presenter:**

Gina Peebles – Assistant County Manager – Chief of Staff

**Description:**

Arts Council – February 3, 2025 Minutes

**Recommended Action:**

No action necessary. For informational purposes only.

**Prior Board Motions:**

N/A

**Fiscal Note:**

N/A

**Strategic Guide:**

All Other Mandatory and Discretionary Services

**Background:**

The seven-member Arts Council makes arts related recommendations to the Board.

## **Arts Council of Alachua County**

Date: February 3, 2025  
Time: 5:30 pm  
Location: County Administration Building - Grace Knight Conference Room  
12 SE 1 Street, 2nd Floor, Gainesville, FL 32601

### **1. Call to Order**

The meeting was called to order at 5:31 p.m.

Members Present: Christian Duran, Amy Koester (Vice Chair), David Morris, Queenchiku Ngozi, David Ruiz, Stephanie Silberman (Chair), and Carol Velasques Richardson

Members Absent: Jacob Case (Alternate)

### **2. Introduction of New Members - Christian Duran and Jacob Case**

New member, Christian Duran, was welcomed and introduced himself. Jacob Case will be introduced at our next meeting.

### **3. Approval of the Agenda**

David Ruiz made a motion to approve the agenda as presented; Queenchiku Ngozi second; unanimous approval; motion carried.

### **4. Approval of Minutes**

David Ruiz made a motion to approve the Dec. 9, 2024 minutes as presented; Queenchiku Ngozi second; unanimous approval; motion carried.

### **5. 4th Annual Artists Conference Discussion**

Eight (8) Call for Presentation forms were received. The consensus of the Council was to approve all submittals and invite Attorney McThenia to provide a session. A DRAFT schedule will be provided at the March meeting.

### **6. Artificial Intelligence (AI) Discussion**

The Council discussed Artificial Intelligence including developing a definition and protecting the integrity of the County's Call to Artists process to ensure original works are submitted, ranked, and commissioned. The consensus was that Chair

Silberman would host a roundtable discussion at this year's Artists Conference on this topic to gather feedback from the arts community.

**7. National Endowment for the Arts Discussion**

The federal government is closely reviewing all expenditures. In an abundance of caution, staff requested the Council to consider an alternate funding plan recommendation to the Board of County Commissioners in the event we are notified that our National Endowment for the Arts grant funding was cut. David Ruiz made a motion to recommend funding a contingency plan in the case the federal government decides not to fund our \$30,000 National Endowment for the Arts grant. The top ranked grants, up to \$14,000 would be funded as follows:

Gainesville Community Playhouse - \$1,500

Gainesville Big Band - \$3,000

Spirit Led Therapy - \$3,000

1000 Voices of FL Inc - \$3,000

Star Center Children's Theatre - \$3,000

C Case - \$500

Amy Koester second; unanimous approval; motion carried.

**8. Art Selection Procedure Review**

Our most recent Call to Artists have included the following language which is slightly in conflict with the Alachua County Code:

The Evaluation Team will review the submittals and recommend the top 2-3 artists to the Board of County Commissioners to be invited to develop a conceptual sketch of the mural. The selected artists will each be paid \$150 for their sketch. Sketches will be due within 30 calendar days of notification. The sketches will then be presented to the Board of County Commissioners for final selection of the artist who will be commissioned to complete the mural. The Commission may also choose to reject all submissions and re-advertise the Call to Artists.

Sec. 29.04. Reserved Sec. 29.05. Art Selection Procedure.

The Alachua County Public Arts Program Citizens Advisory Committee ("the Committee") shall make a recommendation to the Board regarding each project. The Committee shall provide two alternatives to the recommendation. The Board may make the final selection from those options presented or any option upon its

own motion. The County Manager or designee shall be responsible for implementation of the Board's action.

Staff recommends requesting the Code be updated to state, "All art selections shall be made in accordance with the procedures contained in the Alachua County Procurement Manual."

David Ruiz made a motion to request the Code be updated as recommended; Amy Koester second; unanimous approval; motion carried.

## **9. Call-to-Artist Update**

### **9.1 Animal Shelter**

This is still on hold, pending a signed land lease with UF.

### **9.2 Armory**

The Commission just approved the contractor who will complete the building renovation.

### **9.3 Court Complex**

Leira Cruz Caliz reported that 10 submittals were received and provided scoring details to the evaluation team. Scores will be due at our March meeting.

### **9.4 EPD Conservation Lands Building**

This project is still on hold.

### **9.5 Fire Station 21 Bronze Sculpture**

The artist expects the sculpture to be delivered in May.

### **9.6 Fire Training**

The Board of County Commissioners selected Doya. He intends to complete the mural in March.

### **9.7 Parking Garage**

This project is still on hold.

### **9.8 Pleasant Street**

The consensus was to advertise this Call to Artists with the addition of an attestation, similar to the one used by *Visit Gainesville - Alachua County*, that their work is original.

**9.9 Poet Laureate**

The Call to Artists was reviewed. The consensus was to advertise through Procurement.

**10. Public Comment**

None

**11. Adjournment**

The meeting was adjourned at 7:17 p.m.