

**AGREEMENT BETWEEN ALACHUA COUNTY & RELEASED INC.  
FOR ANNUAL RE-ENTRY HUB PROGRAM  
NO. 14290**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Released Inc., a Florida not for corporation which is authorized to do business in the State of Florida (“Released”), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the County publicly issued a competitive solicitation (Request for Proposal (RFP) 24-39) and sought applications from qualified entities to provide a Re-Entry Hub Program; and

**WHEREAS**, after evaluating and considering all timely responses to the solicitation, the County identified Released as the top ranked entity in the solicitation process and Released’s model for a Re-Entry Hub program was selected by the Board for funding; and

**WHEREAS**, the services provided by Released through the Re-Entry Hub will benefit the public health, safety and welfare.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Released agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Program.** In accordance with the terms and conditions of this Agreement, Released agrees to operate a Re-Entry Hub Program and provide certain services to the community, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Program”). It is understood that the Scope may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties. Failure of the Agency to provide, operate or fully perform the Program will be considered a default of this Agreement and/or ground for denial of funding requests, in whole or in part.
3. **Term.** This Agreement is effective on the day the last Party signs it (“effective date”) and continues until September 30, 2025 (“initial term”), unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional one (1) year term(s). Released may choose not to renew this Agreement provided Released provides the County with written notice ninety (90) days prior to the start of the County’s fiscal year (October 1<sup>st</sup>) for each term renewal.
4. **Qualifications.** This Agreement was entered by the County upon the assurances that Release has the ability, qualifications, and experience to work with and within the local justice system. Released will maintain, at its expense, all certifications, permits and licenses necessary to operate the Program and to provide the Services during the term of this Agreement. Released will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals or consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.
5. **Funding.**
  - A. The County agrees to provide funding to Released for purposes of supporting the Program and in performance of the Services in an amount not to exceed (NTE) the sum of **\$495,024.00** for the initial term of this Agreement (“funding”). The funding will be provided based upon the Proposed Budget attached hereto as **Exhibit “2”** and incorporated herein by this reference.

The County agrees to make an Initial Program Initiation Payment to Released in the amount of \$49,395.00 for the following, to be paid within 30 business days of the effective date of this Agreement:

Participant Items (ID's, boots, hygiene)	\$4,414
Rent (first and last month)	\$6,666
Utilities	\$400
Payroll for Executive Director	\$5,416.66
Payroll for Program/Finance Director	\$5,000
Payroll for 1 Client Navigator	\$3,466.66
Payroll for part-time Office Coordinator	\$1,733.00
Payroll Taxes	\$1,150
Personnel Insurance	\$1,942
Participant Computer Lab	\$10,000
Office Furniture and Office Supplies	\$6,000
Subcontract with GCCC	\$3,207
<b>Total</b>	<b>\$49,395</b>

This Initial Program Initiation Payment is included in the NTE Amount and is subject to all reporting requirements contained herein.

- B. If the County elects to exercise the option to renew the Agreement, the funding may be adjusted by an amount equal to the United States Bureau of Labor Statistics latest twelve-month average Consumer Price Index, CPI-W.
- C. As a condition precedent for any payment, Released must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Released's invoice must be accompanied by the Monthly Reports described in Paragraph 3 in Exhibit "1" and must describe the Services rendered, the date performed *[and the time expended, if billed by hour]*, and any other documentation or data in support of expenses, as the County may require. Each invoice shall constitute Released's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Released covered by prior invoices have been paid in full. Submission of Released's invoice for final payment shall further constitute Released's representation to the County that, upon receipt by Released of the amount invoiced, all obligations of Released to others, including its consultants and subcontractors, will be paid in full. Released shall submit invoices for funding to the County at the following address, unless otherwise directed by the County:
  - Community Support Services
  - 218 SE 24<sup>th</sup> Street
  - Gainesville, FL 32641
- D. The County will make payment to Released for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. If the County becomes informed that any representations relating to funding or the invoices are inaccurate, the County may withhold payment of sums then or in the future otherwise due to

Released until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

- F. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Released agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.
- H. Federal funds may be used or provided towards the funding amount. As a result, Released agrees to comply with required 2 CFR 200, Appendix II, and those requirements of the Federal Contract Provisions, as applicable, attached hereto as **Exhibit "5"** and incorporated herein.

6. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed under this 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, Professional 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. Professional will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Professional will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "3"**. Professional 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 Professional 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

If applicable to the Services under this Agreement and to Released, 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.

7. **Insurance.** Released will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "4"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "4-A"**.

8. **Default and Termination.**

- A. Termination for Default: The failure of either Party to comply with any provision of this Agreement will place the Party in default. Prior to terminating this Agreement, the non-defaulting Party shall notify the defaulting Party in writing and provide the defaulting Party with at least 7 days to current the default. The notice of default shall make specific reference to the provision(s) of this Agreement which gave rise to the default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time, the County Manager is authorized to provide Released with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Released.
- B. Termination for Convenience: Either Party may terminate the Agreement without cause by providing at 72 hours written notice of termination for convenience to the other Party . County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Released will immediately discontinue all Services currently or to be provided, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination.
- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Released. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Released.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Released will deliver to County all data, drawings, reports, estimates, summaries, and other records as may have been accumulated by Released in performing the Services described in this Agreement, whether completed or in draft. In the event of termination, Released's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Released 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 fees or profit on portions of the Services not performed.

9. **Indemnification.** RELEASED AGREES TO INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, AND EMPLOYEES (COLLECTIVELY "ALACHUA COUNTY") FROM ANY LIABILITIES, DAMAGES, CLAIMS, DEMANDS, LOSSES AND COSTS, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF RELEASED OR RELEASED'S EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS, OR OTHERS UTILIZED BY RELEASED IN THE PERFORMANCE OF THE SERVICES PERFORMED UNDER THIS AGREEMENT, INCLUDING ITS ATTACHED EXHIBITS. This remedy provided to the County is in addition to and not in lieu of any other remedy available under this Agreement or otherwise available under the law. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Released's insurance coverage. Released and County will jointly cooperate with each other in the event of any litigation concerning this Agreement, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or

limitation of liability of §768.28, Florida Statutes, as may be amended.

13. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Released:

Released Inc.  
P.O. Box 358734  
Gainesville, FL 32635

To County:

Alachua County Community Support Services  
218 SE 24<sup>th</sup> Street  
Gainesville, FL 32641

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cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)  
Clerk of Court, Attn Finance & Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

14. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Released Inc, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
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.
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 Released Inc does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Released Inc or keep and maintain public records required by the County to perform the Services. If Released Inc transfers all public records to the County upon completion of the Agreement, Released Inc shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Released Inc keeps and maintains public records upon completion of the Agreement, Released Inc 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 RELEASED HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RELEASED'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.**

If Released fails to comply with this section, Released will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. If Released 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.

Released will take reasonable measures to protect, secure and maintain any data held by Released 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 Released suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Released shall immediately notify the County in writing and will work, at Released's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Released may claim that some of Released's 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 Released in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Released 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 Released. County will promptly notify Released in writing if the County receives a request for disclosure of Released's Confidential Information. Released may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Released 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 Released's Confidential Information in a manner not contemplated by this Agreement. Released shall investigate, handle, respond to, and defend, at Released's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Released shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Released is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Released 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. Released releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. Released, by accepting public funds, agrees to permit persons duly authorized by the County, including any federal agencies or designee required due to receipt of federal funding, to inspect all records, papers, documents, of Released related to this Agreement and the Re-Entry Program, and the County interview any employees and clients of Released to be assured of satisfactory performance of the terms and conditions of this Agreement. County reserves the right to require the Released to submit to an audit, by any auditor of the County's choosing. Released shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Released shall retain all records pertaining to this Agreement and upon request make them available to County for at least three (3) complete calendar years following expiration or termination of the Agreement. Released agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Released Inc to the County, Released 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). Any adjustments or payments which must be made as a result of any such audit or inspection of the Released's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Released 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 Released. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Released whether under this Agreement and any other agreement between Released and County. If such amounts owed to Released are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Released hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Released. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the Program or Services. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Released will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the Program and the Services. Released is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Released is not familiar with laws, ordinances, rules and regulations, Released remains liable for any violation and all subsequent damages, penalties, or fines. Released will, as applicable, abide by and conduct the Programs and its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

E. Governing Law and Venue. 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 a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement.

G. Additional Services. Additional services not specifically identified in this Scope attached to this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Released is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Released is solely responsible for the means, method, technique, sequence, and procedure utilized by Released in the full performance of the Services referenced in this Agreement. Neither Released nor any of its employees, officers, agents or any other individual directed to act on behalf of Released shall represent, act, or purport to act or be deemed to be the agent, representative, or employee of Alachua County. Entry of this Agreement places no obligation on the County to hire, supervise, direct, control, operate, maintain, insure or provide benefits to the employees, volunteers, agents and assigns of Released. No employees, officers, volunteers, and agents of Released will be held to or be found to be an employee, volunteer, officer, subcontractor, or agent of the Released. Policies and decisions of Released, shall not be construed to be the policies or decisions of the County.

J. Conflict of Interest. Released warrants that neither Released nor any of Released's employees have any financial or personal interest that conflicts with the execution of this Agreement. Released shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

K. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, Released warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Released to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Released any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Released breaches this provision, the County has the right to terminate this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

L. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties

under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

M. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

N. Collusion. By signing this Agreement, Released declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

O. Counterparts. This Agreement may be executed in any number of and by the Parties 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. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

P. Severability and Ambiguity. It is understood and agreed by the Parties 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(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

Q. 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. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, 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.

R. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

S. Workplace Violence. Employees of Agency are prohibited from committing any act of workplace violence. Violation may be grounds for termination of this Agreement. Workplace violence means the commission of any of the following acts by an Agency's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

T. E-Verify. Pursuant to F.S. §448.095, Released 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 Released during the term of the Agreement. Released shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the 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 Released (a) may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and (b) Released is liable for any additional costs incurred by the County as a result of

termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its Chair who is authorized to sign, and by Released Inc., through its duly authorized representative.

RELEASED, INC.

Signed by:  
By: Emily Westerholm  
3F294E7035B74AE...

Print: Emily Westerholm

Title: Executive Director

Date: 9/15/2024

**IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

**BOARD OF COUNTY COMMISSIONERS  
ALACHUA COUNTY, FLORIDA**

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

Mary C. Alford, Chair

Board of County Commissioners

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

**ATTEST**

**APPROVED AS TO FORM**

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

## Exhibit 1: Scope of Services

### 1. General Requirements:

- 1.1. Released will staff an office to provide service to individuals impacted by the carceral system at 2602 NW 6th St. Suite "C" Gainesville, FL 32609. Regular hours of operation will be Monday-Friday 8:30 am through 4:30 pm.
- 1.2. Released will identify and recruit participants for re-entry services. Participants eligible for services are adult residents of Alachua County, released from state, federal, or county confinement, including those on supervision, probation, or parole.
- 1.3. Released will provide **Phase One Pre-Release** services to identified participants beginning at 90 days pre-release. Participants will complete intake during this time to:
  - 1.3.1. Establish post-release goals
  - 1.3.2. Scheduling initial post-release appointments with staff
  - 1.3.3. Enroll in and complete *Creating Calm & Building Resilience*, a 6-week therapeutic intervention group activity, which includes units on Exploring Trauma and Creating Calm.
  - 1.3.4. Receive substance use education and screening
  - 1.3.5. Receive targeted community resource information
- 1.4. Released will provide **Phase Two Post Release (0-30 days)** services to participants:
  - 1.4.1. Each participant will receive a needs assessment
  - 1.4.2. Housing navigation assistance
  - 1.4.3. Basic needs items (food, clothing, diversion services)
  - 1.4.4. Assistance with obtaining identification
  - 1.4.5. Career development assistance and referrals
  - 1.4.6. Court and probation advocacy service
  - 1.4.7. Mental health services. Released, Inc. has subcontracted with Gainesville Community Counseling, Inc. to provide therapy sessions to participants
  - 1.4.8. Health care and substance use referrals
  - 1.4.9. Resource navigation assistance, including SSI benefits, SNAP applications and health insurance applications
- 1.5. Released will provide **Phase Three Post Release (31-60 days)** services to participants:
  - 1.5.1. Continued wrap around services from Phase One and Two
  - 1.5.2. Psychoeducational and therapy group participation in Exploring Trauma, Substance Use Management, and Parenting Empowerment.
  - 1.5.3. Peer Support and Mentoring on-site with Certified Peer Recovery Specialist
- 1.6. Released will provide **Phase Four Post Release (61-90 days)** services to participants:

- 1.6.1. Participants will continue to receive wrap around services from Phases One, Two, and Three
- 1.6.2. Participants will complete all workshops will certify and graduate
- 1.6.3. Participants will continue with peer support and group participation

1.7. Released will provide **Phase Five Post Release (91-180 days)** services to participants

1.7.1. Participants will be re-evaluated and assigned harm reduction if assessed with continued need

1.7.2. Participants will be encouraged to continue in the program as volunteers, peer support, and continued clubhouse participation

1.8. Released will provide **Phase Six for Post Release (180-364)** services to participants to remain engaged

**2. Key Deliverables:**

- 2.1. Released. will serve a minimum of 600 unique participants pre and post release in FY 2025. This would serve roughly 7% of Alachua County's justice-impacted population who seek services, with an emphasis on those with higher rated post-release needs.
- 2.2. Released projects a reduction in Alachua County's recidivism rate by a minimum of 3% in FY 2025. In 2018, Alachua County had a 29.3% recidivism rate over thirty-six months.
- 2.3. Released will provide a minimum of 1,800 participant encounters in FY 2025 through individual interactions, group settings, and community outreach
- 2.4. Released. will fund the acquisition of birth certificates, state identification cards, work uniform pieces, hygiene kits, and local transportation for participants
- 2.5. Released will fund 480 individual therapy sessions, 48 weeks of group therapy sessions, and support operation of mobile therapy unit via contracted services with Gainesville Community Counseling
- 2.6. Released programs will utilize reentry case management software, Planstreet. This HIPAA-compliant program will track participant engagement, offering comprehensive solutions to capture data. Released will track data pre-release, group attendance, one-on-one client navigation, and community events.

**3. Reporting:** Released will report monthly to the County the following:

- 3.1. Number of unique individuals in each phase of the Program and demographic information on all participants
- 3.2. Participant performance data consisting of
  - 3.2.1. Physical and psychological well-being, including engagement in health care, therapy and peer supports
  - 3.2.2. Substance use and recovery including number of engagements in treatment and recovery support activities
  - 3.2.3. Social support including reunification with family members
  - 3.2.4. Quality of life, including the individual's perception of their position in life as it relates to their goals
  - 3.2.5. Housing status, including housing stability, housing type, and number/frequency of unhoued status if applicable

- 3.2.6. Employment status, including number/type/duration of positions attained and if living wage is attained
- 3.2.7. Education status, including if enrolled in vocational or educational courses, completion status, whether GED or advance degrees is earned
- 3.2.8. Number of new arrests, convictions, incarcerations and revocations. Length of time between events and type and severity of each event

**Exhibit 2: Proposed Budget**

**Released, Inc. FY 2025 Budget**

<b>Direct Participant Cost Items</b>	<b>Unit Cost</b>	<b>Total</b>
Birth Certificates	\$2,125.00	\$2,125.00
State Issued ID	\$8,750.00	\$8,750.00
Transportation	\$15,000.00	\$15,000.00
Work Uniform Pieces	\$9,000.00	\$9,000.00
Hygiene Kits	\$3,095.00	\$3,095.00
Emergency Funding (food, clothing diversion)	\$15,000.00	\$15,000.00
<b>Estimated Participant Cost</b>		<b>\$52,970.00</b>
<b>Operational Expenses</b>		
Rent	\$40,000.00	\$40,000.00
Utilities	\$4,800.00	\$4,800.00
Computers and Technology maintenance	\$5,000.00	\$5,000.00
Website	\$1,000.00	\$1,000.00
Confidential Database	\$8,200.00	\$8,200.00
Printed materials and postage	\$7,000.00	\$7,000.00
Office Supplies	\$6,500.00	\$6,500.00
Mileage	\$2,000.00	\$2,000.00
Building Insurance	\$500.00	\$500.00
<b>Estimated Operational Cost</b>		<b>\$75,000.00</b>
<b>Salaries</b>		
Executive Director (1 FTE)	\$65,000.00	\$65,000.00
Client Navigators (2 FTE)	\$41,600.00	\$83,200.00
Peer Specialist (.5 FTE)	\$20,800.00	\$20,800.00
Front Desk Agent (.5 FTE)	\$20,800.00	\$20,800.00
Program Developer (1 FTE)	\$60,000.00	\$60,000.00
Payroll Burden - Taxes	\$20,700.00	\$20,700.00
Payroll Burden - Employee Health Insurance	\$31,074.00	\$31,074.00
<b>Estimated Salaries</b>		<b>\$301,574.00</b>
<b>Additional Expenses Including Infrastructure</b>		
Training and Education	\$6,000.00	\$6,000.00
Participant Curriculum (English and Spanish)	\$5,000.00	\$5,000.00
Participant Computer Lab	\$10,000.00	\$10,000.00
Office Furniture and Supplies	\$6,000.00	\$6,000.00
<b>Estimated Additional Expenses</b>		<b>\$27,000.00</b>
<b>Subcontracted Items</b>		
Individual Therapy Sessions (480)	\$60.00	\$28,800.00
Group Therapy (48 weeks)	\$160.00	\$7,680.00
Mobile Therapy Unit Support and Fuel	\$2,000.00	\$2,000.00
<b>Estimated Subcontract Expenses</b>		<b>\$38,480.00</b>
<b>Total FY 2025 Budget</b>		<b>\$495,024.00</b>

**Exhibit 3: Certification of Meeting Alachua County Wage Ordinance**

**Contact Title:** AGREEMENT BETWEEN ALACHUA COUNTY &  
RELEASED INC. FOR ANNUAL RE-ENTRY HUB PROGRAM SERVICES

**Contract or Bid/RFP #:** Contract 14290, RFP 24-39

The undersigned, who is authorized on behalf of the Professional, certifies that all covered employees, contractors and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Released, Inc.  
P.O. Box 358734  
Gainesville, FL 32635

RELEASED INC.

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

Print: \_\_\_\_\_

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

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

**Exhibit 4: Insurance Requirements**

**TYPE “B” INSURANCE  
REQUIREMENTS  
“Professional or Consulting Services”**

Contractor shall procure and maintain for the duration of the 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, his agents, representatives, employees or subcontractors.

**I. 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.

**II. 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.

**III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.**

A. 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.

B. 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.

**IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).**

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

**V. CYBER LIABILITY COVERAGE (when applicable)**

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

**VI. OTHER INSURANCE PROVISIONS.**

- A. The policies are to contain, or be endorsed to contain, the following provisions:
- B. Commercial General Liability and Automobile Liability Coverages
  - 1. 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; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
  - 2. 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's insurance and shall be non-contributory.
- C. All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a 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 contact is renewed) or prior.

**VII. SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**Exhibit 4-A: Certificate of Insurance**

**Exhibit 5:**

**FEDERAL CONTRACT PROVISIONS**

The Parties acknowledge that the County may be a grant recipient or subrecipient of federal funds, and therefore by use of federal funding, to pay for the goods and/or Services to be provided by Released Inc. (which may hereinafter be referred to as the contractor) under this Agreement (which may also referred to as 'contract'), requires compliance with certain federal laws, federal procurement standards and federal contract provisions. The following terms and conditions be incorporated into this contract. The contractor acknowledges and agrees to adhere to the specific requirements of these clauses. When applicable, the contractor shall comply with all federal laws and regulations whether specifically identified herein and/or are in effect as of the date of contract award that are applicable to the receipt of Federal grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

The Parties agree that the County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

The Parties agree that the County may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.

**A. DEFINITIONS**

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

**B. ANTI DISCRIMINATION**

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting

forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations 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 contractor office, advising the labor union or workers' representatives of the contractor's commitments under this section (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 shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its 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 canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract contractor. The contractor shall 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 contractor 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. DAVIS- BACON ACT

When required by federal program legislation and if applicable to this Agreement, all transactions shall be

done in compliance with the Davis-Bacon Act, (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor and the requirements of 29 C.F.R. Part 5 as may be applicable; see 2 C.F.R. Part 200, Appendix. If applicable to this Agreement, the contractor will comply with the provisions of 29 C.F.R. 5.5(a)(1)-(10), which is incorporated herein if applicable, and require inserted or incorporation by reference into subcontracts. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are 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 and contractors are required to pay wages not less than once a week.

D. COMPLIANCE COPELAND ANTI-KICKBACK ACT

(1) The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as the federal government 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 lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the Contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with Work Hours and Safety Standards Act. This provision applies to procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. If applicable, provision of 29 C.F.R. 5.5(b)(1)-(4) apply:

(1) Overtime requirements. No contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (E)(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 (E)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Alachua County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under

any such contract or any other Federal contract with the same prime subcontractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontract the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractor to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(5) If applicable, if this Agreement is subject to Contract Work Hours and Safety Standards Act and is not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, the following applies:

Further Compliance with the Contract Work Hours and Safety Standards Act. (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### F. CLEAN AIR ACT

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to Alachua County and understands and agrees that Alachua County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided.

#### G. FEDERAL WATER POLLUTION CONTROL ACT

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The contractor agrees to report each violation to Alachua County and understands and agrees that Alachua County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding

\$150,000 financed in whole or in part with Federal assistance provided.

H. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters into.
- (3) This certification is a material representation of fact relied upon by Alachua County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Alachua County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency. If applicable, contractor must sign and submit a certification to the County:

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The contractor must review and agree to the Certification Regarding Lobbying.

J. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule.
  - (ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### K. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in federal government policies, as used in this clause—

(2) Prohibitions.

A. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

B. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

A. This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility

into any user data or packets that such equipment transmits or otherwise handles.

B. By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- Are not used as a substantial or essential component of any system; and
- Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

A. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

B. The Contractor shall report the following information pursuant to paragraph (d)(1) of this unique clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

C. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments

L. ACCESS TO RECORDS. The following access to records requirements applies to this Contract:

(1) The contractor agrees to provide Alachua County, the Federal Governmental Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Alachua County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Administrator or the Comptroller General of the United States.

M. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

N. DHS SEAL, LOGO, AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that financial assistance will be used to fund all or a portion of the contract. The contractor shall comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

“Domestic Preference” for Procurements

(a) As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

(b) For purposes of this clause:

(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 mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

15. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.