

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP NO. 21/22-72, MENTORING AND TUTORING
SERVICES FOR THE SWEAT PROGRAM**

DUE DATE: Thursday, September 01, 2022- 4:00 pm

OPEN DATE: Friday, September 02, 2022 - 9:00 am



**Issued By:
Clay County Board of County Commissioners
Purchasing Department**

TABLE OF CONTENTS

RFP NO. 21/22-72, MENTORING AND TUTORING SERVICES FOR THE SWEAT PROGRAM

Request for Bid Notice..... 3-5
Request for Bid Instructions 6-17
Scope of Services 18-20
Proposal Format/Evaluation Criteria 21-23
Corporate Details 24
Certification Regarding Department.....25
Scrutinized Companies Certification26
Proof of Insurance27
Conflict of Interest28
No Bid Form29
Procedures for Bid Opening..... 30-48

Attachments:

- Department of Juvenile Justice Contract #10686
- Sample Invoice
- Youth Census Report
- Florida Minority Business Enterprise (MBE) Utilization Report
- Appendix II for 2 C.F.R PART 200
- Vendor Registration
- W-9 Form

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Thursday, September 01, 2022, at the Clay County Administration Building, Fourth Floor, Purchasing Department, 477 Houston Street, Green Cove Springs, Florida 32043 for the following:

RFP NO. 21/22-72, MENTORING AND TUTORING SERVICES FOR THE SWEAT PROGRAM

Proposals will be opened at 9:00 A.M., or as soon thereafter, on Friday, September 02, 2022 in the Clay County Administration Building, Conference Room “B”, Fourth Floor, 477 Houston St, Green Cove Springs, Florida. Bids will not be valid unless received by the proposal deadline.

Proposals will not be valid unless received by the RFP deadline and in a sealed envelope marked **“RFP NO. 21/22-72, MENTORING AND TUTORING SERVICES FOR THE SWEAT PROGRAM”** to be received until 4:00 P.M., Thursday, September 01, 2022. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the Request for Bid Period, from publication of the notice of a Request for Bids to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for Bids in any respect, with the exception of (i) inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided in the Request for Bids (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids. For information concerning procedures for responding to this RFP, contact Jessica Loos, Purchasing Department, (904) 284-6388 or by email: purchasing@claycountygov.com.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected. Interested vendors are advised that

the Clay County Board of County Commissioners has a local preference policy and Buy American policy. The complete policy for both can be viewed at:

<https://www.claycountygov.com/government/purchasing/vendor-information>

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <https://www.claycountygov.com/government/purchasing/bcc-bid-tabs-current-bids-intent-bids-rejection-bids> THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [HTTPS://WWW.CLAYCOUNTYGOV.COM/HOME](https://www.claycountygov.com/home) BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, IF REQUIRED FOR THIS REQUEST, WILL RESULT IN REJECTION OF THE BID AND SHALL, AS WELL AS THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN CHAPTER 8, SECTION I OF THE COUNTY’S PURCHASING POLICY SHALL, CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID REQUEST, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER THE PURCHASING POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS REQUEST REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST

BID ADVERTISEMENTS SCHEDULE

RFP NO. 21/22-72, MENTORING AND TUTORING SERVICES FOR THE SWEAT PROGRAM

(CLAY TODAY) For publication on: **August 11, 2022**

(CLAY COUNTY WEBSITE) For: **August 11, 2022**

Howard Wanamaker
County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP NO. 21/22-72, MENTORING AND TUTORING SERVICES FOR THE SWEAT PROGRAM

Proposals will be received until 4:00 P.M., Thursday, September 01, 2022, at the Clay County Administration Building, Fourth Floor, Purchasing Department, 477 Houston Street, Green Cove Springs, Florida 32043.

Proposals will be opened at 9:00 A.M., or as soon thereafter, on Friday, September 02, 2022 in the Clay County Administration Building, Conference Room "B", Fourth Floor, 477 Houston St, Green Cove Springs, Florida. Bids will not be valid unless received by the proposal deadline.

PURCHASING POINT OF CONTACT

Buyer: Jessica Loos

Phone: (904) 284-6388

Email: purchasing@claycountygov.com

TIMETABLE

Date of Advertisement: August 11, 2022

Last Date of Inquiries: August 24, 2022

Final Addendum: August 29, 2022

RFP Due: September 01, 2022

RFP Open: September 02, 2022

Pre-evaluation: September 07, 2022

Evaluation Committee: September 12, 2022

The following are proposed dates for Recommendation of Award and/or Contract. The County reserves the right to alter dates as needed.

Finance and Audit: September 20, 2022

BCC: September 27, 2022

All Proposals shall be submitted to the Purchasing Department, Fourth Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the Sealed Proposal Envelope. The deadline for receipt of a particular Proposal submittal shall be per the Request for Proposals. All Proposals must be physically received by the Purchasing Department prior to the deadline indicated in the Request for Proposals. A Proposal may not be submitted by facsimile transmission or by email. The use of an overnight delivery service, of the United States Postal Service or any other type of delivery service to submit a Proposal shall be entirely at the risk of the Bidder submitting the same, and any Proposal so received after the applicable deadline shall be deemed untimely. Upon receipt, the Purchasing Department will maintain custody and control of all Proposal submittals until after they have been opened. The Purchasing Department shall serve as the permanent record holder of all Proposal submittals for the County Manager.

Five (5) copies (one marked “original”) and one electronic copy of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

Sealed Bid Envelope: Each Bid and its accompanying materials shall be submitted in a single, sealed, and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the Bidder:

- a. The number assigned to the particular Request for Proposals.
- b. The title of the Bid exactly as it appeared in the Request for Proposals.
- c. The date of the Bid Opening.

1. **Addenda:** All Addenda language issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waivable deviation at the County’s sole discretion.
2. **Addenda Distribution:** All Addenda distributed subsequent to the initial distribution of the Request for Proposals shall be distributed in the same manner as the initial distribution of the Request for Proposals. It is the responsibility of the Bidder to verify if any Addendum(s) has been issued prior to submitting a Response to a Request for Bids. No Addendum shall be issued later than five (5) working days prior to the scheduled Bid Opening date.
3. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Proposal prior to submittal of a recommendation for award to the Board of County Commissioners.
4. **Americans with Disabilities Act:** In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator, by mail, at P.O. Box 1366, Green Cove Springs, FL 32043, or by telephone at (904) 269-6300, no later than seven (7) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay service at 1-800-955-8770 (voice), or 1-800-955-8771 (TDD).
5. **Award:** The Proposal will be awarded to the responsible Bidder submitting a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple Bidders.

6. **Bid Bond:** Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.
7. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
8. **Bid Preparation Costs:** By submission of a Bid, The Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
9. **Bid Protests:** Any person who is adversely affected by a Request for Bids, by any Addendum thereto, or by a Bid Decision may file with the County Manager a written notice of Bid Protest no later than 4:30 p.m. on the third Business Day immediately following the date notice is published, with respect to a Request for Bids; no later than 4:30 p.m. on the third Business Day immediately following the date of issuance, with respect to any Addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than Business Days, with respect to a Bid Decision. Full bid protest procedures can be found in Chapter 8 (I) of the County Purchasing Policy, which is attached hereto or can be found on the County's website by following the appropriate links from the Homepage at <https://www.claycountygov.com/home/showdocument?id=926>
10. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Department of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Department of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
11. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
12. **Claiming Buy American Preference (if applicable):** If Bidder afProviders that it qualifies for a Buy American Preference as defined below and in accordance with Buy American Act of 1933, as set forth in 41 U.S.C. Chapter 83, and the Presidential Executive Orders

reiterating the intent to use the Buy American Act to the greatest extent permitted by law, then the Affidavit Claiming Buy American Preference, included as a part of the bid package, if applicable, must be completed.

Buy American Purpose:

- (i) Bidder uses American-made Goods when County funds are expended. A domestic preference for Goods that are manufactured, assembled or produced in the United States encourages the selection and utilization of American-made Goods which in turn promotes the local and regional economy, as well as strengthens state and national economic interests. Further, a domestic preference promotes security, good government and the general convenience of the County's citizens.
- (ii) A person or business entity which utilizes for at least 51% of the components of the final Good manufactured, assembled or produced to be sold to the County is made in the United States and an affidavit supporting the assertion that 51% of the components of the Good is American manufactured, assembled or produced and at the time of the solicitation submit the Buy American Affidavit of Eligibility identified in paragraph below.

Buy American Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information to Buy American status:

- (i) Name of Project Bidding/Quoting (including Bid Number if applicable);
- (ii) Claiming Eligibility under Buy American;
- (iii) Company name, Signature, Title, Physical Business Address, County, & notarized;
- (iv) Certification to verify Buy American status along with supporting documentation.

The authorized purchasing authority of Clay County shall have the sole discretion to determine if a person or business entity meets the definition of Buy American Preference. Such decision shall not be disputed nor protested.

Bidding/Quotes: For procurement secured through competitive bids or written quotes, and except where federal, state or local laws, regulations or policies mandate to the contrary, a Buy American preference will be given when its bid/quote offering American manufactured, assembled, or produced Goods, that is within five percent (5%) of and does not exceed by more than \$250,000 the lowest responsive and responsible bid/quote submitted. The Bidder qualifying for the Buy American Preference will be entitled to match or beat the lowest bid/quote submitted and then be considered the lowest, best Bidder. The Purchasing Department will notify the responsive and responsible lowest Bidder qualifying for the Buy American Preference that they have forty-eight (48) business hours to re-submit a bid or written quote that matches or beats the low bid or written quote by the lowest Bidder. If the lowest Bidder

qualifying for the Buy American preference fails to respond as required conProviding its ability to match or beat the lowest bid/quote submitted, then award shall be made to the lowest responsive and responsible bid/quote submitted.

Proposals: For procurement secured through competitive request for proposals where price is not the only consideration, 5 points preference will be applied to the total individual selection committee member's score.

The Board of County Commissioners reserves the right to award bids/quotes/proposals which would be in the best interest of the County or reject any and all bids/quotes/proposals. As such, the County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, Providers, partnerships, companies or corporations submitting bids or quotes in any procurement for goods and services when making an award in the best interests of the County.

13. **Claiming Status as a Local Business (if applicable):** If Bidder afProviders that it is a local business as defined below and in accordance with Resolution No. 2018/2019-2 adopted by the Clay County Board of County Commissioners, then the Affidavit Claiming Status as a Local Business, included as a part of the bid package, if applicable, must be completed.

“Local Business” means either:

- (i) a person or business entity which maintains a permanent place of business with full-time employees within Clay County for a minimum of (12) twelve months prior to the date bids or quotes were received for the purchase or contract at issue, which provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation submits the Local Business Affidavit of Eligibility identified in paragraph below; or
- (ii) a person or business entity which utilizes for at least 40% of the solicited work local Clay County sub-Contractors or suppliers, meaning sub-Contractors or suppliers which maintain a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, provide from such permanent place of business the kinds of goods or services solicited, and at the time of the solicitation submit the Local Business Affidavit of Eligibility identified in paragraph below.

Local Business Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information to verify local status:

- (i) A physical business and location address in Clay County;

- (ii) Proof of payment of business license, lease agreement, and/or real property tax due to Clay County;
- (iii) A copy of the business's most recent annual corporation report to the Florida Division of Corporations; and
- (iv) Any additional information necessary to verify local status.

The authorized purchasing authority of Clay County shall have the sole discretion to determine if a person or business entity meets the definition of Local Business. Such decision shall not be disputed nor protested.

Bidding/Quotes: For procurement secured through competitive bids or written quotes, local preference will be given to a Local Business when its bid/quote is the lowest responsive and responsible local bid and it is within five percent (5%) of and does not exceed by more than \$250,000 the lowest responsive and responsible bid/quote submitted by a non-Local Business. The Local Business will be entitled to match or beat the lowest bid/quote submitted by the non-Local Business and then be considered the lowest, best Bidder. The Purchasing Department will notify the responsive and responsible lowest Local Business that they have forty-eight (48) business hours to re-submit a bid or quote that matches or beats the low bid or quote by the non-Local Business. If the lowest local Bidder fails to respond as required conProviding its ability to match or beat the lowest bid/quote submitted, then award shall be made to the lowest responsive and responsible bid/quote submitted by the non-Local Business.

Proposals: For procurement secured through competitive request for proposals where price is not the only consideration, 5 points preference will be applied to the total individual selection committee member's score.

The Board of County Commissioners reserves the right to award bids/quotes/proposals which would be in the best interest of the County or reject any and all bids/quotes/proposals. As such, the County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, Providers, partnerships, companies or corporations submitting bids or quotes in any procurement for goods and services when making an award in the best interests of the County.

14. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's Provider or any of its branches.

15. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.
- c. Sub-Contractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the Sub-Contractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require Contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at:

http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm.

Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

16. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.
17. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In

instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

18. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
19. **Indemnification:** The awarded Bidder shall 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 company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

20. **Inquiries/Questions:** Any questions regarding this Bid or plans must be directed to **Purchasing Point of Contract** as listed above. Written inquiries/questions must be received by the specified date in the **Timetable**. Responses to questions, clarifications, and addenda shall be distributed in the same manner as the initial distribution of the Bid. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.
21. **Insurance Requirements:** Any Bidder submitting a Bid must include, within its initial Bid submittal, proof of the following insurance, in effect continuously from the date of submittal through the sixty (60) days subsequent to the scheduled Bid Opening date:

Commercial General Liability	
General Aggregate	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Fire Damage (any one fire)	\$50,000
Medical Expense (any one person)	\$5,000

Automobile Liability \$1,000,000
 Combined single limits with bodily injury/property damage, with minimum limits for all additional coverages

Workers Compensation/Employers Liability	
Workers Compensation	statutory limits
Employers Liability	
a. Each Accident	\$100,000
b. Disease-Policy	\$500,000
c. Disease-Each Employee	\$100,000
d. Professional Liability	\$1,000,000
When required by Contract -per claim	

The County Manager may add to the insurance requirements or modify such by waiving, raising, or lowering the minimum coverages required for particular projects prior to a Request for Proposals. Any additional or modified insurance requirements will be set forth in the Request for Proposals as necessary for a particular project. The Board will not waive any defects in a Bid submittal pertaining to any insurance requirements herein.

Upon being awarded the Bid, the Bidder must provide proof that such insurance will be in effect from the date of commencement of the project. The Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage must include all independent Contractors and Sub-Contractors. Either prior to or simultaneously with the execution of the Contract, the successful Bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its Employees, agents, boards and commissions, as their interests may appear” as “Additional Insured”, with the exception of workers compensation and professional liability. The certificate of insurance shall also include a thirty (30) day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

23. **No Bid:** Each company not intending to respond to this Bid should reply with a written “No Bid Statement”. Such action will maintain the company on the appropriate active Bidder

solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.

24. **No Contact Period:** During the Request for Bid Period, from publication of the notice of a Request for Bids to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for Proposals in any respect, with the exception of (i) inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided in the Request for Proposals (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.
25. **Payments:** All payments made under this Proposal will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
26. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000⁰⁰ or less. Prior to commencement of a project exceeding \$200,000⁰⁰, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
27. **Presentations:** At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.
28. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Proposal or Reply - Bidder attests that they have not been placed on the Convicted Vendor List.

29. **Public Records – Proprietary/Confidential Information:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that proposals are public record. Proposers should identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

30. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Bidder in order to make the final determination of acceptability of the Bidder to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

31. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.

32. **Sub-Contractors:** The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

33. **Use of Contract by other Government Agencies:** At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivision, counties, and cities.

Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

34. **Vendor Debarment:** By submitting a Bid, Proposal or Reply, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

35. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.

36. **Withdrawal of Bid:** Bids may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid is not grounds for withdrawal or modification of a Bid after such Bid has been opened by the County. Bidders may not withdraw or modify a Bid after the appointed Bid Opening, and Bids will be in force for a minimum of thirty (30) days after the Bid Opening. Bidders may not assign or otherwise transfer their Bids.

RFP NO. 21/22-72, MENTORING AND TUTORING SERVICES FOR THE SWEAT PROGRAM

PURPOSE

The County has partnered with the Court System to operate a prevention program known as the Clay County Youth Intervention Program also known as the SWEAT program. The goal of the program is to meet the targeted needs of Clay County youth by providing effective diversion and intervention programs which includes redirection of youth through community service, mentoring and academic assistance to prevent juvenile delinquency as well as school truancy prevention. These services are to be provided to youth who are identified as at-risk of becoming involved in the juvenile system and are between the ages of six (6) to eighteen (18).

Clay County Board of County Commissioners is requesting proposals from qualified Providers to conduct the tutoring and mentoring services of this program.

SCOPE:

The services shall include all items necessary to provide services outlined in the State Funding agreement between the State of Florida, Dept of Juvenile Justice and Clay County Board of County Commissioners.

Additionally, the intent of these prevention services is to divert youth that pose no real threat to public safety away from the juvenile system through programming that will support a safe environment and provide youth and their families positive alternatives for delinquent behavior.

The Clay County Youth Intervention Program has three functions: Graduated System of Community Service Hours, SWEAT Program, and Truancy Prevention.

The Clay County SWEAT Program is a supervised community service (work) program that community at-risk and probation youth with court- ordered community service shall complete in a controlled environment through SWEAT events. SWEAT events are constructed to accelerate a change in behavior and instill personal accountability with the court-ordered youth and allow them to complete court-ordered sanctions.

General Description of Youth to be Served

The Provider shall serve two different types of youth who reside in Clay County, Florida:

1. Community at-risk youth who are six (6) to eighteen (18) years of age referred direct by the Clay County court to avoid further involvement in the criminal justice system; and
2. Department youth, who are ten to eighteen (18) years of age, on Probation or Conditional Release (CR) status youth who have been referred by court order or the Department and

have been adjudicated or have had adjudication withheld and be under the supervision of the Department in the community.

Limits on Youth to be Served

The Provider shall only be paid for services rendered to youth admitted for services that were referred by the Department and/or by the Clay County Court.

Service Tasks

Mentoring and Tutoring/Academic Assistance

- a. The Provider shall provide mentoring sessions and tutoring/academic assistance to community at-risk youth and Probation youth referred by the Clay County Court or the Department and in need of such services.
- b. Mentoring sessions shall address topics such as body image, decision making, identifying positive role models, and self-esteem. Mentoring sessions shall be a minimum of thirty (30) minutes per session and shall be offered at a minimum of two times per week to youth. Sessions may occur back to back.
- c. Tutoring/Academic Assistance sessions shall include course work assistance for participating youth and instruction to help academic achievement in the classroom. Tutoring/Academic Assistance sessions shall be a minimum of thirty (30) minutes per session and shall be offered at a minimum of two times per week to youth. Sessions may occur back-to-back.

Additional Requirements

- Develop a plan of action to address areas of needs that have been identified.
- Collect data and track progression of the participant and conduct conclusion reports on each participant to measure results from the program.
- Provider will be required to provide feedback on each Client's progress in the program as required by the Program Director.
- Provider agrees to submit a written accident report within five (5) days of an accident or incident when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.
- Child abuse reporting: Provider assures that all staff members are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida laws and revised statutes.
- Location and availability of services will be an important factor when selecting a Provider.

- Proposing providers are to be familiar with the Department of Juvenile Justice Prevention Assessment Tool (PAT) and data requirements as necessary information will need to be made available to the Program Director.
- In compliance with Florida Statutes, all provider agency personnel working directly with children must have a completed Level II background screening response from the Florida Department of Law Enforcement that indicates no prior involvement in any of the disallowed conditions before beginning work directly with client youth.
- Provider shall be solely responsible for the provision of all appropriate equipment, supplies, materials, and facilities for youth.
- Provider shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing.

PAYMENT

Provider may request payment no more than once monthly. See attached Sample Invoice for invoicing requirements.

All payments will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

TERM

The term of the contract shall remain in effect for a period of three (3) years from the date of award by the Board of County Commissioners, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful vendor(s).

The County's obligation under this contract is also contingent upon the availability of appropriated funds from the grant program. The County's Contract with the Department of Juvenile Justice is an annual agreement.

ADDITIONAL SERVICES

If the County and/or Provider identifies any additional services to be provided by Provider that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Provider.

PERFORMANCE ELVALUATION

A work performance evaluation will be conducted periodically to ensure compliance with the contract.

SUBMITTAL FORMAT REQUIREMENTS

In addition to the submittal requirements found on page 7, of this request for proposal, all submittals should contain the following information (at a minimum) for consideration. Respondents are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Respondents. Failure to provide requested information will result in disqualification of response.

The Proposals shall be typed and submitted on 8 1/2" x 11" paper, portrait orientation, with headings. Respondents are requested to provide, as a minimum, the information listed under each criterion. The following should be submitted for a proposal to be considered:

Submittal Sections

- A.** Cover Letter
- B.** Provider and Staff Qualifications
- C.** Related Experience & References
- D.** Approach and Innovation
- E.** Fee Schedule
- F.** Required Forms

Tab A: Cover Letter

The cover letter should provide the following:

1. Respondent's name, primary contact name, business address, phone number, and e-mail address.
2. Name and title of the individual with responsibility for the response and to whom matters regarding this RFP should be directed.
3. A brief statement of the respondent's understanding of the services required and qualifications to provide.
4. A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, office location that will be serving the county, and capability of meeting deadlines.
5. Cover letter must be signed by an officer of the Provider who is responsible for committing the Provider's resources.

Tab B: Provider and Staff Qualifications

Qualifications of the Provider related to experience of Scope of Services requested, and resumes for key personnel that will be used. Resumes must include specific qualifications and experience levels of key personnel.

Tab C: Related Experience & References

Provide details on related experience and professional accomplishments:

1. Respondents shall provide evidence of experience related to the Scope of Services requested with a minimum of three (3) years' experience.
2. Provide a list of three (3) references, include company name, date(s) of service, contract information including a contact person name, title, phone number and email address.
- 3.

Tab D: Approach and Innovation

Respondent shall provide the Provider's technical approach to perform the scope of services requested:

1. Approach to be taken while working with Clay County.
2. Provide detailed information as to how Provider proposes meeting the goals and objective of the Clay Count Youth Intervention Program.

Tab E: Fee Schedule

Clay County requests an hourly rate for each service requested (Mentoring and Tutoring) to be performed based upon the scope inclusive of all expenses. No separate charges will be permitted for mileage, supplies, material, etc.

Tab F: Required Forms

Respondent shall submit the following:

1. Certificate(s) of Insurance
2. Corporate Details Acknowledging Addenda (if applicable)
3. Conflict of Interest
4. Certification Regarding Department
5. Scrutinized Companies Certification

SELECTION CRITERIA

Evaluation Committee:

Clay County will appoint staff to serve on the Evaluation Committee. The Evaluation Committee will review, evaluate, and make recommendations according to the criteria set forth in this RFP. The Evaluation Committee, at its sole discretion, shall have the right to seek written clarifications and/or additional information from Providers, verify information submitted and check project references, in order to fully understand the Proposals.

The evaluation shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and will be awarded a score as listed below. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Providers.

<u>Evaluation Criteria</u>	<u>Ranking Weight</u>
Provider and Staff Qualifications	30 Points
Related Experience and References.....	25 Points
Approach and Innovation.....	25 Points
Fee Schedule	<u>20 Points</u>
	100 Points

RFP NO. 21/22-72, MENTORING AND TUTORING SERVICES FOR THE SWEAT PROGRAM

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

RFP NO. 21/22-72, MENTORING AND TUTORING SERVICES FOR THE SWEAT PROGRAM

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.**

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.**

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

RFP NO. 21/22-72, MENTORING AND TUTORING SERVICES FOR THE SWEAT PROGRAM

Scrutinized Companies Certification

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

RFP NO. 21/22-72, MENTORING AND TUTORING SERVICES FOR THE SWEAT PROGRAM

PROOF OF INSURANCE

Bidders shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under **INSURANCE** of this bid document. Failure to provide proof of insurance may result in a bidder being deemed non-responsive and therefore removed from consideration.

INSERT CERTIFICATE OF INSURANCE HERE

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: RFP NO. 21/22-72, MENTORING AND TUTORING SERVICES FOR THE SWEAT PROGRAM

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of Clay County (“County”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County.

Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant’s/contractor’s professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light.

Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts. It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s): _____

Signature Print Name/Title: _____

Date: _____

RFP NO. 21/22-72, MENTORING AND TUTORING SERVICES FOR THE SWEAT PROGRAM

“NO BID” Statement

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Jessica Loos, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____ Zip: _____

CHAPTER 8: PROCEDURES FOR FORMAL COMPETITIVE BID PROCESS

A. Purpose of Request for Bids Process and Alternative Processes.

1. Purpose. The purpose of this chapter is to specify procedures for the submittal, receipt, opening, and recording of all responses to all formal Request for Bids required by all of the various laws, ordinances, and other procedures and manuals governing the request for and awarding of public Bids in Clay County, Florida, including but not limited to:
 - a. Section 336.44, Florida Statutes.
 - b. Section 287.055, Florida Statutes.
 - c. Section 255.20, Florida Statutes.
 - d. Applicable provisions of Clay County Code.
 - e. Florida Department of Transportation Standard Specifications, most recent edition.
2. Alternative Formal Competitive Processes. Although the use of a formal competitive Request for Bids process is the preferred process, another process should be used when it is difficult or inappropriate to define the scope of the work required, when the service or purpose of the acquisition may be satisfied in several different ways, when the qualifications and quality of service are considered primary factors instead of price, or when responses contain varying levels of service which may require subsequent negotiation to prescribe the required specificity. Many times the potential need for presentations, discussions or negotiations and use of evaluation factors in addition to price must be considered to determine what is in the Best Interest of the County. In such circumstances, the County Manager shall determine if the use of a competitive process other than the formal Request for Bids process, such as a Request for Proposal (RFP), Request for Qualification (RFP), Invitation to Negotiate (ITN), Best Final Offer, or Design-Build, is advantageous to the County and if so, direct the Purchasing Department to utilize such process.

If an alternative process is chosen, the alternative process shall utilize and be subject to the same procedures and rules, with any necessary modifications, as outlined in this Chapter 8 for a Request for Bids.

B. Request for Bids.

1. With the written approval of the County Manager, the Purchasing Department may advertise for Bid all items included in or provided for in the current fiscal year Budget. Items not included in the current fiscal year Budget must come before the Finance and

Audit Committee for a recommendation to the Board for consideration prior to any advertising for Bids.

2. The County Manager shall, in cooperation with Department Heads, submit to the Purchasing Department a Request for Bids form signed by the Department Head that includes a scope of work. Upon receipt, the Purchasing Department shall assemble the request package and assign a specific and discrete number and title to each Request for Bids, which shall be contained in the Request for Bids, the newspaper publication, the specifications, and any Bid form. The Purchasing Department will post the Request for Bids in a newspaper publication and on the County's website and may forward it to any requesting Vendors by U.S. Mail or e-mail.
3. Published Notice. Notice of each Request for Bids shall be posted in a newspaper of general circulation within the County for at least ten (10) days prior to the Bid Opening date excluding Sundays and holidays.

The Published Notice, as well as the Request for Bids, shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address] BY [insert suitable directions]. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS REQUEST, WILL RESULT IN REJECTION OF THE BID AND SHALL, AS WELL AS THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN CHAPTER 8, SECTION I OF THE COUNTY'S PURCHASING POLICY SHALL, CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID REQUEST, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER THE PURCHASING POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS REQUEST

REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WITHOUT CAUSE AND TO WAIVE TECHNICAL AND NON-TECHNICAL OR NON-MATERIAL DEFECTS IN THE REQUEST OR SUBMITTAL OF ANY BIDS.

4. Utility Relocation Agreements. Prior to requesting Bids for right of way improvements and other public works projects that require the removal or relocation of utilities, Agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of Agreement as may be appropriate for accomplishing the requirements.
5. Bid Addenda. All Addenda distributed subsequent to the initial distribution of the Request for Bids shall be distributed in the same manner as the initial distribution of the Request for Bids. It is the responsibility of the Bidder to verify if any Addendum(s) has been issued prior to submitting a Response to a Request for Bids. No Addendum shall be issued later than five (5) working days prior to the scheduled Bid Opening date.

C. No-Contact Rule.

1. During the Request for Bid Period, from publication of the notice of a Request for Bids to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for Bids in any respect, with the exception of (i) inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided in the Request for Bids (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.
2. The purpose of the No-Contact Rule is to prevent any one Bidder from gaining an advantage over other Bidders through lobbying or otherwise attempting to influence the purchasing decision through discussions or the presentation of information or materials outside of the process contemplated in the Request for Bids package and this Purchasing Policy, and also to ensure that the dissemination of information from the County to Bidders regarding the Request for Bids is equal and uniform.
3. The violation of the No-Contact Rule shall result in the automatic disqualification of any Bid submitted by the violator in response to a Request for Bids. See Section J regarding violations and disqualifications related to the No-Contact Rule.

D. Bid Submittals.

All Bids shall be submitted as specified in the Request for Bids (and if applicable only on the forms provided by the County).

2. Sealed Bid Envelope. Each Bid and its accompanying materials shall be submitted in a single, sealed, and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the Bidder:
 - a. The number assigned to the particular Request for Bids.
 - b. The title of the Bid exactly as it appeared in the Request for Bids.
 - c. The date of the Bid Opening.
3. Public Entity Crimes. Each Bid shall conform to the requirements of Section 287.133, Florida Statutes, regarding public entity crimes.
4. Contractor Certification. All Contractors must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of responding to a Request for Bids and must submit evidence of such at the time of submission of any Bid.
5. Bidder's Insurance Requirements. Any Bidder submitting a Bid must include, within its initial Bid submittal, proof of the following insurance, in effect continuously from the date of submittal through the sixty (60) days subsequent to the scheduled Bid Opening date:
 - a. Commercial General Liability

i. General Aggregate	\$1,000,000
ii. Products and Completed Operations Aggregate	\$1,000,000
iii. Personal and Advertising Injury	\$1,000,000
iv. Each Occurrence	\$1,000,000
v. Fire Damage (any one fire)	\$50,000
vi. Medical Expense (any one person)	\$5,000
 - b. Automobile Liability \$1,000,000
Combined single limits with bodily injury/property damage, with minimum limits for all additional coverages
 - c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$100,000

b.	Disease-Policy	\$500,000
c.	Disease-Each Employee	\$100,000
d.	Professional Liability	\$1,000,000
	When required by Contract -per occurrence	

The County Manager may add to the insurance requirements or modify such by waiving, raising, or lowering the minimum coverages required for particular projects prior to a Request for Bids. Any additional or modified insurance requirements will be set forth in the Request for Bids as necessary for a particular project. The Board will not waive any defects in a Bid submittal pertaining to any insurance requirements herein.

Upon being awarded the Bid, the Bidder must provide proof that such insurance will be in effect from the date of commencement of the project. The Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage must include all independent Contractors and subcontractors. Either prior to or simultaneously with the execution of the Contract, the successful Bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its Employees, agents, boards and commissions, as their interests may appear" as "Additional Insured." The certificate of insurance shall also include a thirty (30) day prior written notice of cancellation, modification or non-renewal to be provided to the County.

6. Bid Bond. Any Bid submitted requires a five (5) percent bond unless waived or reduced by the County Manager prior to the Request for Bids, which Bid Bond cannot be withdrawn for a period of thirty (30) days subsequent to the date of the Bid Opening, notice of which shall be incorporated in any Request for Bids. As used herein, the term Bid Bond shall include bonds or cashier or certified checks payable to the County.

The failure to include within the Sealed Bid Envelope a proper Bid Bond, whether a bond or other security approved herein, if required for the particular Request for Bids, shall result in automatic rejection of a Bid and constitute a waiver of the right to protest the Request for Bids, any Addendum thereto, or the Bid Decision, and to initiate a formal protest proceeding.

The Bid Bond, whether a bond or checks, shall be held by the Purchasing Department for safekeeping immediately upon receipt of the Bid (but not deposited). The Purchasing Department is hereby authorized to return each Bid Bond to the Bidder, as soon as practicable, upon written request, but only after a Bid and Contract have been awarded and executed between the County and the successful Bidder for a particular project, or in the event that all Bids have been rejected by the Board, or in the event the time provided that the Bid shall remain in effect shall have expired and the Bidder requests its return in writing.

The following are exempt from the Bid Bond requirement:

- a. SHIP. Bidders bidding on SHIP rehabilitation projects are exempt from the Bid Bond requirements delineated above or as may be otherwise stated elsewhere in this Purchasing Policy.
- b. Fixed Unit Price. Bidders bidding on Contracts with a fixed price, or any other type of Contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a Fixed Unit Price Commitment from a Bidder in the event a future purchase decision is made, shall be exempt from the Bid Bond requirements delineated above or as may be otherwise stated elsewhere in this Purchasing Policy.

A prospective Bidder is solely responsible for determining whether a particular Request for Bids requires a Bid Bond, and for resolving any doubt by making appropriate inquiry.

E. Receipt of Bid Submittals.

All Bids shall be submitted to the Purchasing Department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the Sealed Bid Envelope. The deadline for receipt of a particular Bid submittal shall be per the Request for Bids. All Bids must be physically received by the Purchasing Department prior to the deadline indicated in the Request for Bids. A Bid may not be submitted by facsimile transmission or by email. The use of an overnight delivery service, of the United States Postal Service or any other type of delivery service to submit a Bid shall be entirely at the risk of the Bidder submitting the same, and any Bid so received after the applicable deadline shall be deemed untimely. Upon receipt, the Purchasing Department will maintain custody and control of all Bid submittals until after they have been opened. The Purchasing Department shall serve as the permanent record holder of all Bid submittals for the County Manager.

F. Bid Opening.

No Bid shall be opened unless and until proof by publisher's affidavit of the Publication Notice of the Request for Bids is received by the Purchasing Department. All Bids properly submitted shall be opened in a public location so designated in the Request for Bids. Bidders and the public are welcome to attend and observe without opportunity to comment at the Bid Opening.

At the Bid Opening, the Purchasing Department shall first, prior to opening any Bids, reject any Bids which do not meet the requirements set forth in the Request for Bids for time of submittal and return such unopened. Next, the Purchasing Department shall open the remaining Bids and prepare a tabulated list of all Bidders and their Bids, including Bid number, Vendor name, amount of Bid, and verification of required documents. The Bid Tabulation Form used at Bid Openings shall include a place thereon for three witnesses to sign, to eliminate the need for signing each individual Bid at the time of opening. In all events, the County Manager or his or

her designee shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular Bid, a list of all Bidders and their Bids.

G. Review and Recommendation.

1. Review.

After the opening of a Bid, a copy of each Bid shall be distributed to the originating Department Head or his or her designee. The Department Head or his or her designee and the Purchasing Department will thereafter assign staff or an Evaluation Committee for review, when required. All staff or committee members assigned to evaluate Bids or responses, when applicable, shall do so observing all requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance. Bidders and the public may attend and observe without opportunity to comment any Evaluation Committee meetings.

The exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, Providers, partnerships, companies or corporations submitting Bids or Proposals in response to any purchase of Goods or Services is reserved by staff or an Evaluation Committee when determining what is in the Best Interest of the County.

Bid Awards for Request for Bids shall be awarded based on the lowest responsive bid. The term "Lowest Responsive Bid" shall mean the lowest Bid price submitted by a Responsive and Responsible Bidder. The term "Responsive Bidder" means a Bidder that has submitted a Bid, Proposal or reply that conforms in all material respects to the Request for Bids. The term "Responsible Bidder" means a Bidder who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.

Awards for alternative competitive processes, such as a Request for Proposal (RFP), Request for Qualifications (RFP), Invitation to Negotiate (ITN), Best Final Offer, or Design-Build, should be based on evaluation criteria specified in the request, in addition to price, to determine what is in the Best Interest of the County.

Any Bid that does not meet the requirements for time of submittal, inclusion of a Bid Bond, if required, or contains material defects will be rejected, declared a "No Bid" and the reasons for such so stated.

2. Recommendation.

After review, an award recommendation to include but not be limited to the Lowest Responsive Bid, or in a proper circumstance the best Bid or response, and Budget information is prepared for submittal to the Finance and Audit Committee. Under extenuating circumstances an award recommendation may be submitted directly to the

Board with a written memorandum setting forth the facts, circumstances and reasons why such is being presented directly to the Board. The Purchasing Department may include the Contract or Agreement to be entered into with the successful Bidder for approval at the same time as the recommendation of the award, which approval will be subject to the 72 hour Bid Protest Period.

The Bids and award recommendation, along with any accompanying Contract or Agreement, shall thereafter be reviewed by the Finance and Audit Committee who in the absence of unusual circumstances, shall report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include the tabulated list of all Bidders and their Bids.

H. Bid Award.

The Board reserves the right and power to reject any and all Bids without cause and to waive technical and non-technical or non-material defects in the Request for Bids or submittal of any Bid, and in its discretion to re-advertise the Request for Bids. The Board reserves the right to award Bids, quotes, or Proposals which would be in the Best Interest of the County.

When only one Bid is received for the purchase of an item or a group of items, the Board shall review the Request for Bids and Bid in order to determine the reasons, if any, why only one Bid was received. The Board may accept the only Bid or it may direct that a second call for Bids be issued. If the only Bid is accepted then the reasons for accepting the single Bid as well as reasons for not rebidding, shall be included in the minutes of the Board.

Unless otherwise expressly directed by the Board in its Bid Decision, immediately following the Board's decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. No other posting of such notices are required. The notice shall be posted in portable document format or other secure format.

I. Bid Protest Procedures.

In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or intended decision concerning a document, award, or other process or procedure in this Chapter and who has standing to protest a decision or intended decision under Florida law, must timely file a Bid Protest seeking to challenge the decision or intended decision in strict adherence to the following procedures. These procedures shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of Bid Protests.

1. Notice of Bid Protest. Any person who is adversely affected by a Request for Bids, by any Addendum thereto, or by a Bid Decision may file with the County Manager a written notice of Bid Protest no later than 4:30 p.m. on the third Business Day immediately following the date notice is published, with respect to a Request for Bids; no later than 4:30

p.m. on the third Business Day immediately following the date of issuance, with respect to any Addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than Business Days, with respect to a Bid Decision.

2. Protest Petition. A formal Bid Protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal Bid Protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth Calendar Day immediately following the date on which the written notice of protest was filed; provided, if the tenth Calendar Day is not a Business Day, then the petition must be filed no later than 4:30 p.m. on the first Business Day immediately following the tenth Calendar Day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Fla. Admin. Code R. 28-106.201.
3. Filing of Notice of Protest and Petition. The filing with the County Manager of a written notice of protest or of a written petition initiating a formal Bid Protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service, of the United States Postal Service, or any other type of delivery service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.
4. Waiver. The failure by a prospective Bidder to file a 1) written notice of protest and 2) written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective Bidder's right to protest the Request for Bids, any Addendum thereto, or the Board's Bid Decision, as applicable, and to initiate a formal protest proceeding hereunder.
5. Any Bid Protest of a Request for Bids or Bid Addendum shall pertain exclusively to the terms, conditions, and specifications contained in a Request for Bids or Bid Addendum, including any provisions governing the methods for ranking Bids, Proposals, or replies, awarding Contracts, reserving rights of further negotiation, or modifying or amending any Contract.
6. Suspension. Upon receipt of a formal written notice of Bid Protest that has been timely filed, the County Manager shall suspend the Request for Bids or Bid Award process, including entry into any accompanying Contract or Agreement, until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the Request for Bids or Bid Award process without delay in order to avoid an immediate and

serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

7. Notice of Receipt of Petition and Suspension. Within three (3) Business Days of receipt of a written petition initiating a formal protest proceeding, the County Manager or his or her designee shall provide notice to any Bidders of the written petition and that the Request for Bids or Bid Award process has been suspended until the subject of the protest is resolved by final action as specified in this section. Upon receipt by the Bidder of the notice, the Protest Period commences.
8. Intervenors. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.
9. Resolution by Mutual Agreement. In his or her discretion, the County Manager may provide an opportunity to resolve the Bid Protest by a mutual Agreement between the County Manager and the protesting party within seven (7) Calendar Days after receipt of a timely written petition. Such Agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The Agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the Agreement, then the Bid Protest shall proceed to resolution as hereinafter provided.
10. Hearing. Within ten (10) Business Days following the timely filing of a written petition, or, if the Board shall have considered but failed to ratify an Agreement submitted to it under section 9 above, then within ten (10) Business Days thereafter, a hearing shall be conducted before a Hearing Officer, who shall be the County Manager or his or her designee. The County Manager may designate any Department Head as the Hearing Officer; provided, a Department Head who is substantially involved in or connected with the Request for Bids or Bid Award process shall be deemed disqualified from serving as the Hearing Officer, unless such involvement or connection is purely ministerial in nature. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the Hearing Officer specifying the time, date and place of the hearing.

The rules and procedures governing each hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the Hearing Officer in his or her discretion in accordance with the rules governing the same set forth in Fla. Admin. Code R. 28-106.204. All motions shall be ruled upon prior to or at the start of

the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the Hearing Officer at least two (2) Business Days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the Hearing Officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the Hearing Officer at the hearing in proper person or through Counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any Assistant County Attorney may participate in the protest proceeding, appear before the Hearing Officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the Hearing Officer prior to testifying, and shall be subject to cross-examination by any Hearing Participant.
- f. Hearsay evidence shall be admissible unless the Hearing Officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any Hearing Participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.
- h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously, and shall provide copies of the same to all of the Hearing Participants.

11. Order.

- a. Within seven (7) Business Days following the hearing, the Hearing Officer shall submit a recommended order to the County Manager and serve copies on all Hearing

Participants; provided, if the County Manager is the Hearing Officer, then within seven (7) Business Days following the hearing, the County Manager shall issue a recommended order and serve copies on all Hearing Participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the Bid Protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

- b. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the Bid Protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the Hearing Participants. Each of the Hearing Participants shall be allowed five (5) minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. No testimony or other evidence beyond the record and the transcript shall be presented to the Board.
 - c. Thereafter the Board shall render its decision on the Bid Protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A finding of fact challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.
12. All proceedings before the Hearing Officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the Hearing Officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.
 13. Ex parte communications between a Hearing Participant and the Hearing Officer are forbidden. The Hearing Officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending Hearing Participant to disclose promptly the attempted communication, to the other Hearing Participants. Where necessary, the Hearing Officer may recuse himself or herself, and the subsequently designated Hearing Officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other Hearing Participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any Assistant County Attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the Hearing Officer.
 14. The purpose of this Purchasing Policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically

provided herein, the substantive law governing the resolution of Bid Protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular Request for Bids, shall guide the Hearing Officer and the Board in rendering a decision on a Bid Protest under this section. The significant principles of law governing the Bid Protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party filing the Protest Petition to establish a ground for invalidating the Request for Bids, any Addendum thereto, or Bid Decision that is being challenged
 - b. The standard of proof for the Bid Protest proceeding shall be whether the Request for Bids, any Addendum thereto, or the Bid Decision that is being challenged was clearly erroneous, contrary to competition, arbitrary, or capricious.
 - c. The Request for Bids, any Addendum thereto, or the Bid Decision being challenged shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or as to a Bid Decision, the Request for Bids.
 - d. The scope of the inquiry is limited initially to whether the Request for Bids, any Addendum thereto, or the Bid Decision being challenged is improper under the foregoing standard of proof. If and only if the Hearing Officer first determines on the basis of competent and substantial evidence that the Request for Bids, any Addendum thereto, or the Bid Decision being challenged is improper, then the Hearing Officer may recommend, in accordance with the law and this Purchasing Policy, an alternate disposition for the Bid Protest. Such disposition may include, but shall not be limited to, invalidating the Request for Bids or any Addendum thereto, rejecting all Bids, and/or awarding all or a portion of the Bid to the protesting party.
 - e. A Bid Protest proceeding may not serve as a vehicle for the Board to revisit a Bid Decision absent a determination of impropriety as set forth above.
15. By written Agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.
16. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a Hearing Participant's procedural or substantive due process rights, a Hearing Officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a Bid Protest proceeding hereunder; provided, a

hearing officer may not modify or suspend any of the provisions or requirements of sections D(5), I(1)-I(5), and I(14) hereof.

17. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written Agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

J. No-Contact Rule Violation, Disqualification and Challenge.

1. Violation and Disqualification. The violation of the No-Contact Rule shall result in the automatic disqualification of any Bid submitted by the violator in response to a Request for Bids. A violation of the No-Contact Rule shall be reviewed by the Purchasing Director and after consultation with the County Manager and the attorney in the County Attorney's Office assigned to represent and advocate for the County in hearings under this section, the Purchasing Director shall make a determination as to disqualification.
 - a. If a determination of disqualification is made by the Purchasing Director under this section, the violator shall be notified in writing with the factual basis of the determination set forth. A disqualification determination shall be delivered to the violator by hand delivery or overnight delivery to the violator's regular place of Business during the hours such place is open for Business or by email, if the violator has previously provided the County an email address for use in connection with the Request for Bids.
 - b. Upon a determination of disqualification under this section, any Bid submitted by the violator for the related Request for Bids shall not be eligible for consideration and shall be deemed withdrawn from further consideration.
2. Disqualification Challenge. In accordance with the procedures contained herein, the violator may challenge the disqualification determination. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of disqualification challenges.
 - a. Notice of Disqualification Challenge. The violator may file with the County Manager a written notice of disqualification challenge no later than 4:30 p.m. on the third Business Day immediately following the date the disqualification determination is delivered. The failure by the violator to file a written notice of disqualification challenge within the time prescribed in this subsection shall constitute a waiver of the violator's right to challenge the disqualification determination.
 - b. Filing of Notice of Disqualification Challenge. A formal disqualification challenge proceeding shall be deemed commenced upon the timely filing of a written notice of

disqualification challenge under this section. The filing with the County Manager of a written notice of disqualification challenge shall be deemed accomplished only when the original has been physically received by the County Manager or his or her designee. A notice of disqualification challenge shall be deemed original only if it bears the original signature of the challenging party or such party's authorized agent. No notice of disqualification challenge may be filed by facsimile transmission or by e-mail, and any notice received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service, of the United States Postal Service, or any other type of delivery service to file a notice of disqualification challenge shall be entirely at the risk of the person submitting the same, and any such notice so received after the applicable deadline shall be deemed untimely.

- c. Suspension. Upon receipt of a formal written notice of disqualification challenge that has been timely filed, the County Manager shall suspend the Request for Bids or Bid Award process, including entry into any accompanying Contract or Agreement, until the subject of the disqualification challenge is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the Request for Bids or Bid Award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- d. Notice of Receipt of Disqualification Challenge and Suspension. Within three (3) Business Days of receipt of a written notice of disqualification challenge, the County Manager or his or her designee shall provide notice to any Bidders of the written notice of disqualification challenge and that the Request for Bids or Bid Award process has been suspended until the subject of the disqualification challenge is resolved by final action as specified in this section.
- e. Intervenors. Intervenors shall be permitted to participate in the challenge proceeding in accordance with the procedures governing intervenor practice set forth in Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.
- f. Hearing. Within ten (10) Business Days following the timely filing of a written notice of disqualification challenge, a hearing shall be conducted before a Hearing Officer, who shall be any Department Head so designated by the County Manager; provided, a Department Head who is substantially involved in or connected with the Request for Bids or Bid Award process shall be deemed disqualified from serving as the Hearing Officer, unless such involvement or connection is purely ministerial in nature. All hearings on a disqualification challenge shall be conducted pursuant to written notice to the challenging party, the County Manager, the County Attorney's Office and all intervenors by the Hearing Officer specifying the time, date and place of the hearing.

Particular rules and procedures governing each such hearing are as follows:

- i. The audio shall be recorded electronically.
- ii. Prior to the hearing only, motion practice may be permitted by the Hearing Officer in his or her discretion in accordance with the rules governing the same set forth in Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- iii. Prior to the hearing, the challenger, the County Manager and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the challenger and the County Manager, and be submitted to the Hearing Officer at least two (2) Business Days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the Hearing Officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- iv. The challenger and all intervenors shall have the right to appear before the Hearing Officer at the hearing in proper person or through Counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the disqualification challenge. The County Manager shall be deemed a party to the proceeding, and the County Attorney or any Assistant County Attorney may participate in the disqualification challenge proceeding, appear before the Hearing Officer, present evidence and be heard on behalf of the County Manager.
- v. All witnesses shall be placed under oath by the Hearing Officer prior to testifying, and shall be subject to cross-examination by any Hearing Participant.
- vi. Hearsay evidence shall be admissible unless the Hearing Officer shall determine the same to be redundant, unreliable or prejudicial.
- vii. At the hearing any Hearing Participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.
- viii. Immediately following the hearing, the County Manager shall cause a written

transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously, and shall provide copies of the same to all of the Hearing Participants.

g. Order.

- i. Within seven (7) Business Days following the hearing, the Hearing Officer shall submit a recommended order to the County Manager and serve copies on all Hearing Participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the disqualification challenge; provided, no finding of fact may be predicated solely upon the basis of hearsay.
- ii. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the disqualification challenge proceeding at the earliest opportunity to be considered at a time certain, with notice thereof served upon the Hearing Participants. Each of the Hearing Participants shall be allowed five (5) minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. No testimony or other evidence beyond the record and the transcript shall be presented to the Board.
- iii. Thereafter, the Board shall render its decision on the disqualification challenge. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a finding of fact challenge. A finding of fact challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the disqualification challenge. If the Board finds in favor of the disqualification challenger, the disqualification determination under section J (1) shall be deemed set aside.
- h. All proceedings before the Hearing Officer on a disqualification challenge shall be informal, and customary rules of evidence shall be relaxed. In all respects both the Hearing Officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the disqualification challenge.
- i. Ex parte communications between a Hearing Participant and the Hearing Officer are forbidden. The Hearing Officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending Hearing Participant to disclose promptly the attempted communication, to the other Hearing

Participants. Where necessary, the Hearing Officer may recuse himself or herself, and the subsequently designated Hearing Officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other Hearing Participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any Assistant County Attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the Hearing Officer.

- j. The significant principles of law governing a disqualification challenge proceeding and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:
 - i. The initial burden of proving a violation of the No-Contact Rule is on the County Manager.
 - ii. The standard of proof for the disqualification challenge proceeding shall be clear and convincing evidence.
 - iii. The scope of the inquiry is limited to whether the No-Contact Rule has been violated.
 - iv. A disqualification challenge proceeding may not serve as a vehicle for the Hearing Officer or the Board to evaluate any Bid submitted by the violator.
 - v. The No-Contact Rule shall be strictly construed against the violator, and the materiality of the prohibited communication shall be irrelevant to the determination.
- k. By written Agreement amongst the challenger, the County Manager, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a disqualification challenge proceeding for which a written notice of disqualification challenge has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the disqualification challenge, or otherwise operate to undermine the salutary purposes of competitive, public bidding.
- l. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a Hearing Participant's procedural or substantive due process rights, a Hearing Officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a disqualification challenge proceeding hereunder; provided, a Hearing Officer may not modify or suspend any provisions or requirements of subsections, J(2)(a)-(b), and J(2)(j) hereof.

- m. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written Agreement amongst the challenger, the County, and all then-existing intervenors, no provisions of Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of disqualification challenges under this section.

CONTRACT CONTENT ACKNOWLEDGMENT

This document serves as acknowledgement that either (1) the contract document forwarded for signature has not been modified or altered in any manner or (2) you have issues or concerns with the document that you wish for the Department to consider. Please mark the section below that applies and return it (if applicable) with the executed contract documents. Please note that if this section is not completed and returned to the Contract Administrator, the returned contract will be discarded with the exception of the signature page, and the Department's original contract document will be substituted. Also, contracts that are the result of a competitive procurement may not have material terms changed, modified or altered.

PLEASE INDICATE WHICH SECTION APPLIES:

_____ The attached document has been executed by the named Provider and no changes, material or otherwise, to the contract have been made.

_____ The attached document has not been executed by the named Provider. The named Provider has issues or concerns in the following sections and pages of the document for Department review and consideration:

Contract # 10686 Amendment #N/A

I hereby acknowledge that the information above is true and correct.

PROVIDER: _____

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

CONTRACT BETWEEN
STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE
AND
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

THIS CONTRACT is entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE (hereinafter referred to as the "Department")**, whose address is **2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA 32399-3100** and **CLAY COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Provider")**, whose address is **PO BOX 1366, GREEN COVE SPRINGS, FLORIDA, 32043**, to provide services to Clay County youth, ages ten (10) to eighteen (18), who are on probation and conditional release in the Clay County Sheriff's Work Ethics and Training (SWEAT) Program.

In consideration of the mutual benefits to be derived from performance under this Contract, the Department and the Provider do hereby agree:

I. PERFORMANCE

- A. The Provider shall provide services in accordance with the terms and conditions specified in this Contract including all attachments and exhibits, which constitute this Contract document.
- B. The Provider shall provide units of Deliverables, including, but not limited to, reports, services, and findings, as specified in this Contract, which must be received and accepted by the Department's Contract Manager in writing prior to payment.

II. GOVERNING AUTHORITY

The references listed below are included in the Contract for convenience only and do not change, modify, or limit any right or obligation of this Contract and any applicable local, state, or federal laws, rules, regulations, and codes.

A. State of Florida

This Contract is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws. Each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity. The remainder of any such provision and the remaining provisions of this Contract shall remain fully effective and valid. Venue for any legal, administrative, or other proceeding regarding this Contract shall be in Leon County, Florida.

1. Environmental Protection

- a. It is expressly understood and agreed that any products or materials which are the subject of or are required to carry out this Contract shall be procured in accordance with the provision of section 403.7065, Florida Statutes (F.S.).
- b. The Provider shall comply with Rule 62-730.160, Florida Administrative Code (F.A.C.), regarding the production and handling of any hazardous waste generated under this Contract.

2. Public Records Access

The Provider agrees to allow access and review of all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency as defined in subsection 119.011(12), F.S. All said documents made or received by the Provider in conjunction with this Contract shall be made available, except those public records which are made confidential by law must be protected from

disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

The following statement is required pursuant to paragraph 119.0701(2)(a) F.S. as amended March 2016:

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 921-4129, THE EMAIL ADDRESS IS PublicRecordsReq@djj.state.fl.us, AND THE MAILING ADDRESS IS FLORIDA DEPARTMENT OF JUVENILE JUSTICE, PUBLIC RECORDS REQUEST, 2737 CENTERVIEW DRIVE, SUITE 3200, TALLAHASSEE, FL 32399-3100.

B. Federal Law

1. If this Contract contains federal funds, the Provider shall comply with the provisions of 45 CFR Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
2. If this Contract contains federal funds and is over \$100,000.00 the Provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq), section 508 of the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et seq), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
3. The Provider agrees no federal funds received in connection with this Contract may be used by the Provider, or an agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature pursuant to sections 11.062 and 216.347, F.S.
4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider shall verify the employment eligibility of Provider employees through The United States Department of Homeland Security's E-Verify system as stipulated in the "The E-Verify Program for Employment Verification" Memorandum of Understanding and other applicable guidelines of the U.S. Department of Homeland Security. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.
5. If this Contract contains in excess of \$10,000 in federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, as supplemented in the Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
6. If this Contract contains federal funds and provides services to children up to the age of 18, the Provider shall comply with the Pro Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the

imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

7. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in or be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38, and Part 39.

III. CONTRACT TERMS AND METHOD OF PAYMENT

A. Contract Term

1. This Contract shall begin on **November 15, 2020**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on June 30, 2021**. In the event the parties sign this Contract on different dates, the latter date shall be the effective date.
2. The Department may renew this Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original Contract, or three (3) years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and other factors deemed relevant by the Department. Any costs incurred by the Provider for the renewal of this Contract shall not be charged to the Department.

B. Method of Payment

- This is a fixed price (unit cost) Contract. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms of this Contract.

The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract. Furthermore, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The parties agree that the Department is only responsible for payments as specified below.

1. Contract Amount

Total compensation under this Contract shall not exceed **\$242,500.00**.

- a. The Department will pay the Provider for each SWEAT event in arrears at a rate of \$3,840.33 for each SWEAT event. All SWEAT events must occur prior to June 30, 2021 to be billable to the Department.
- b. The Department will pay for mentoring hours delivered at a rate of \$27.50 per half-hour (thirty [30] minutes) of mentoring, documented by a sign-in log indicating the first initial and last name of the youth mentored at each session, and the start time and end time of each session signed by the individual offering the mentoring.
- c. The Department will pay for tutoring hours delivered at a rate of \$32.50 per half-hour (thirty [30] minutes) of tutoring, documented by a sign-in log indicating the first initial and last name of the youth tutored at each session, and the start time and end time of each session signed by the individual offering the tutoring.

2. Payment and Submission of the Final Invoice

The Provider shall submit the final invoice for payment to the Department no later than forty-five (45) days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payments are forfeited and the Department will not honor any requests submitted after the above time period. Any payment due under the terms of this Contract may be withheld until the Provider complies with the requirements of this Contract, including submittal of all reports due from the

Provider and the return of all Department-furnished property. Invoices for reimbursement, fees, and/or compensation for services or expenses must be submitted in sufficient detail to conduct a proper pre-audit and post-audit.

3. Travel
Where itemized payment for travel expenses are permitted by this Contract, the Provider shall submit an invoice in accordance with section 112.061, F.S., or at lower rates as may be provided in this Contract. All expenditures related to travel, regardless of the method of payment must be in accordance with the terms and conditions of this Contract and section 112.061, F.S.
4. Options
The Department has the option to modify the Contract in the event the Department's needs for programming change. Any increased units of service or changes in services shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Changes agreed to under these options may result in a change to the Maximum Contract Dollar Amount.
5. Reduction of Invoice for Non-Delivery of Service
The Department may reduce the amount of the monthly payment after finding substantial evidence of the Provider's non-delivery of service(s) required by the Contract. Notice of substantiated findings and proposed invoice reduction shall be sent to the Provider. The amount of any reduction shall be based upon the compensation for those services not performed during the payment period. If the Provider has a grievance concerning the imposition of reduction of invoice for non-delivery of service, the Provider shall follow the dispute process outlined in this Contract, describing any extenuating circumstances that prevented them from delivering the services in this Contract.
6. Supplemental Expenditure
The Department, at its option and without notice to the Provider, shall have the right to make any payment or expenditure the Provider failed to have made under the Contract, to ensure all contracted services will remain available to youth if the Provider fails to perform as required under this Contract. Such expenditures by the Department may include, but are not limited to, payment for services affecting life, health or safety of youth or staff, food and medical services, utilities, repairs, claims for which liens may be attached to the property, insurance premiums, and other supplementary goods or services. Any payment by the Department shall be without prejudice to any of the Department's rights or remedies under this Contract, at law, or in equity. All sums paid by the Department, including indirect costs incurred by the Department to bring the program into compliance with Contract requirements pursuant to this paragraph shall be immediately due and payable from the Provider. Such sums may be recovered by the Department by means of a reduction to a monthly invoice payment otherwise payable to the Provider under the Contract Payment Method. Recovery of the cost described above shall not relieve the Provider of the duty of full performance under the Contract. The Department will provide written notice after the fact to advise the Provider of why the decision was made, and any amount due to the Department from the Provider.
7. Pursuant to Comptroller's Memorandum #03 (2014-2015), all expenditures under this Contract shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including but not limited to the *Department of Financial Services Reference Guide for State Expenditures*. Pursuant to 215.971, F.S., recipient and subrecipient contracts that are funded, in whole or in part, by state financial assistance require the following:
 - a. The Provider may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - b. The Provider shall refund to the State any balances of unobligated cash that have been advanced or paid.

- c. Any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the State.
8. Staff Training Costs
- a. All costs occurring from, or associated with, Department-required training necessary for performance under this Contract or otherwise required by federal or state law, rule, or Department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider, and as outlined in the Provider's awarded response to the Department's solicitation. Therefore, all training costs are included in the total cost of the services requested. The Department is not responsible for and, therefore, shall not reimburse any additional, itemized training costs, including but not limited to, software, licenses, travel and materials, incurred in the performance of this Contract other than the Compensation stated in section III.
 - b. Providers must use the Department's Learning Management System to participate in trainings and document the completion of the required trainings by its employees, agents, or subcontractors.
 - c. Provider staff shall be trained on the Department's Policy and Procedures regarding Human Trafficking. The required training is available through the Department's Learning Management System (Course FDJJ 316 – Human Trafficking 101 for Direct Care Staff). This course introduces the staff to the nature and scope of human trafficking, trains them to recognize the signs of trafficking in victims and teaches them what to do if they suspect someone is a victim of human traffickers.
 - d. In addition, the Provider's program staff (not including sworn Law Enforcement Officers [LEOs]) shall complete all Non-Residential Direct Care Staff Training that the Clay County Sheriff's Office Training Plan does not demonstrate equivalency to the Department's Non-Residential Direct Care Staff Training. This information will be supplied by the Office of Staff Development and Training via the Department's Contract Manager.

IV. **LIABILITY**

Claims

- A. The Provider shall assist in the investigation of injury or damages either for or against the Department or the State of Florida pertaining to the Department's respective areas of responsibility or activities under this Contract and shall contact the Department regarding the legal actions deemed appropriate to remedy such damage or claims.
- B. The Provider is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, and of its officers, employees, and agents thereof, including volunteers, vendor and subcontractors, or youth of or visitors to the program. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto.

V. **TERMINATION**

All termination notices shall be sent by certified mail, or other delivery service with proof of delivery as detailed in Attachment I of this Contract.

- A. Department Convenience
The Department may terminate this Contract, in whole or in part, without cause, for its convenience, and without additional cost to the Department, by giving no less than thirty (30) days written notice to the Provider.
- B. Provider Convenience
The Provider may terminate this Contract, without cause, for its convenience, by giving no less than ninety (90) days written notice to the Department, unless both parties mutually agree in writing to a different notice period. The Provider shall be operating in a state of compliance with the terms and conditions of the Contract at the time the notice is issued and shall remain compliant for the duration of the performance period. The

Provider shall notify the Department's Contract Manager via the United States Post Office, or delivery service that provides verification of delivery or hand delivery.

C. Default

The Department may terminate this Contract, in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), F.A.C., upon written notice to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3) and (4), F.A.C. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost).

D. Lack of Funding

In the event funding for this Contract becomes unavailable, the Department may terminate the Contract upon no less than fifteen (15) days written notice to the Provider.

E. Scrutinized Companies List

1. By executing this Contract, the Provider certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel.
2. Pursuant to paragraph 287.135(3)(b), F.S., the Department may, at its option, terminate any Contract for goods or services **of any amount** entered into or renewed on or after July 1, 2018, if the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

The Department has determined that this is a Subrecipient Contract. Subrecipients of state or federal financial assistance are exempt from the seven-tenths of one percent (0.7%) MFMP transaction fee per FAC rule.

A. Financial Audit Compliance:

1. The Provider shall provide to the Department an audit in accordance with the requirements of the Florida Single Audit Act (Attachment II), as applicable. Information regarding this audit is specified in the FSAA's Exhibit 1 of this Contract.
2. This audit shall be submitted within nine months (270 calendar days) after the end of the Provider's fiscal year.
3. The Catalog of State Financial Assistance number for this program is **CSFA #80.029**. The information regarding the requirements associated with this CSFA number is available at:
<https://apps.fldfs.com/fsaa/searchCatalogResults.aspx?SearchCat=1>

B. Accounting Requirements for Recipients and Subrecipients of Federal or State Financial Assistance

1. The recipient shall establish and utilize accounting mechanisms and records in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect, track, and document, the receipt, investment, expenditure, and disbursements to subrecipients, and which fully and accurately reflect, track, and document satisfaction of all matching requirements under this Contract.
2. Where the recipient in its accounting mechanisms and records relies on reports and information from subrecipients, the Recipient shall have required and assured that such reports and information are based upon accounting mechanisms and records established and maintained by subrecipients in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect and track receipt, investment, and expenditure or refund of all funds disbursed to those subrecipients, and which fully and accurately reflect, track, and document satisfaction of all matching requirements under this Contract.
3. Co-mingling by the Recipient or subrecipients of state funds with any other funds is strictly prohibited. The Provider shall keep separate state funds from multiple agencies and/or multiple programs *within* the same agency. The recipient and subrecipients shall establish and maintain accounting records for funds and shall

account for such funds on a basis separate and apart from other funds and activities of the recipient and subrecipients.

4. The recipient shall maintain and shall ensure that subrecipients for their activities maintain, sufficient documentation of all expenditures of funds (e.g., detailed invoices, cancelled checks, payroll detail, bank statements, etc.) as will establish that expenditures are allowable under the Contract and applicable laws rules, and regulations; and are reasonable and necessary for the purpose of fulfilling obligations under this Contract.

VII. RECORDS REQUIREMENTS

A. Record Retention

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five years in accordance with chapters 119 and 257, F.S., and the Florida Department of State Record Retention Schedule located at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>. The Provider shall maintain youth records, which are programmatic in nature in a secure location with access limited to duly authorized Department and Provider staff. Upon expiration of this Contract, the Provider shall return all youth records to the Department. The Provider shall ensure these records are available at all reasonable times to inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department. In the event any work is subcontracted, the Provider shall require each subcontractor to maintain and allow access to such records for audit purposes in the same manner. The Provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Department of Financial Services, or Auditor General access to such records upon request. The Provider shall ensure that all working papers are made available to the Department, or its designee, Comptroller, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

B. Transfer of Records

Upon completion or termination of the Contract, the Provider shall cooperate with the Department to facilitate the transfer and return of records to the Department, at no cost to the Department. All records provided to or developed by the Provider for this Contract are the property of the Department.

VIII. GENERAL TERMS & CONDITIONS

A. Incorporated by Reference

When applicable, the Department's Invitation to Bid, Request for Proposal or Invitation to Negotiate that results in this Contract and the Provider's bid, proposal or reply are incorporated herein by reference.

B. Order of Precedence

In the event of a conflict, ambiguity or inconsistency among the Contract and any attachments and exhibits named herein that are attached hereto and incorporated by reference, such conflict will be resolved by applying the following order of precedence:

1. Contract document including any attachments, exhibits, and amendments;
2. The Request for Proposals, Invitations to Bid, Invitations to Negotiate, exhibits, and appendices, including any addenda;
3. Florida Statutes and Florida Administrative Code;
4. Department policy and procedures; and
5. The Provider's proposal, bid or reply as incorporated by reference.

If the Contract is silent on any matters relating to Department services, the Provider shall follow applicable law and Department policy and procedures.

C. Rights, Powers and Remedies

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

D. Third Party Rights

This Contract is neither intended nor shall it be construed to grant any rights, privileges, or interest in any third party without the mutual written agreement of the parties hereto.

E. P.R.I.D.E.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.

223 Morrison Road

Brandon, Florida 33511

Telephone (813) 324-8700

<https://www.pride-enterprises.org/>

F. Legal and Policy Compliance

1. The Provider shall comply with all local, state, and federal laws, rules, regulations, and codes whenever work is performed under this Contract. The Provider shall also comply with and the Department will monitor and evaluate the services provided under this Contract in accordance with all Department policies, and procedures that are in effect on the date that this Contract is fully executed.

2. The Provider is not responsible for complying with subsequent changes to Department policies or procedure that may affect the services provided under this Contract unless the Department and the Provider negotiate otherwise. Such negotiation shall be reduced to writing through a contract amendment that is mutually agreed upon by both parties. However, the Department cannot waive a Provider's compliance to subsequent changes to any local, state, and federal laws, rules, regulations, or codes.

3. The Provider shall obtain any licenses and permits required for services performed under this Contract and maintain such licenses and permits for the duration of this Contract.

4. Any and all waivers of Department policies and procedures shall be effective only if reduced to writing by the Department and shall be maintained in the Department Contract Manager's file.

G. Convicted Vendor List

A Vendor, person or affiliate who has been placed on the Florida Convicted Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Department pursuant to section 287.133, F.S.

H. Discriminatory Vendor List

In accordance with section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List:

1. May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and

2. May not transact business with any public entity.

I. Copyrights and Right to Data

1. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so.

2. If the materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the State. Ownership of intellectual property created as a result of the services delivered under this Contract will reside with the Department.

J. Assignments and Subcontracts

1. The Provider shall not assign responsibility of this Contract to another party, subcontract for any of the work contemplated under this Contract, or transfer program services to another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Department may monitor the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this Contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's review of subcontractor agreement(s) associated with this Contract award does not relieve the Provider of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.
2. For services under this Contract authorized by the Department to be subcontracted, a signed copy of any subcontract for direct services shall be provided to the Department's Contract Manager prior to the delivery of services to Department youth and payment to the subcontractor. The Provider shall ensure all payments to subcontractors are made within seven business days of receipt of payment from the Department, pursuant to subsection 287.0585(1), F.S.

K. Sponsorship

If the Provider is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by *Clay County Board of County Commissioners* and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.

L. Products Available from Blind or Other Severely Handicapped Central Non-Profit Agency (RESPECT)

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S. For purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/respect/respect

M. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes. However, acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes do not relieve the Provider from its responsibility under the Contract, for the health, safety and welfare for the youth assigned to it by the Department.

N. Insurance

Without waiving its right to sovereign immunity as provided in section 768.28, F.S., the Provider, a PUBLIC ENTITY, acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in section 768.28, F.S.

1. The Provider, a PUBLIC ENTITY, agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

2. Upon request, the Provider, a PUBLIC ENTITY, shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the Department agrees to find acceptable for the coverage mentioned above.
3. The Department's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the Provider, a PUBLIC ENTITY, of its liability and obligations under this Contract.

O. Suspension of Work

The Department may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the interests of the State to do so. The Department shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, or a declaration of emergency. After receiving a suspension notice, the Provider shall immediately comply with the notice. Within ninety (90) days, or any longer period agreed to by the Provider, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. The Provider will not receive compensation during the suspension period for the services that are under suspension.

P. Inspector General Requirements

1. Investigation

Pursuant to section 20.055, F.S., the Office of the Inspector General is responsible for providing direction for supervision and coordination of audits, investigations, and reviews relating to the programs and activities operated by or financed by the Department for the purpose of promoting economy and efficiency, and shall conduct investigations designed to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and other abuses in its programs and activities. The Inspector General and staff shall have access to any records, data, and other information maintained by the Department or Provider as deemed necessary to carry out the aforementioned activities. The Provider shall ensure that all Provider staff, and its subcontractors, fully cooperate with the Office of the Inspector General staff and/or other Department staff conducting any audit, investigation, inspection, review, or hearing pursuant to this section.

2. Incident Reporting

Pursuant to Rule 63F-11.001-006, F.A.C., Central Communications Center (CCC), the Provider shall comply with all Department incident reporting requirements as outlined in the Department's incident reporting policy and procedure (FDJJ-2020 and 2020P, Revised 4/20/16). The Provider shall develop an internal numbering process for all incident reports to ensure that all reports are present and maintained in accordance with Department policy, including implementation of a written Arrest Reporting procedure requiring all owners, operators, directors, caretaker/direct contact staff, and subcontracted staff, who have been arrested for any criminal offense to make a report of their arrest, either written or oral, to their immediate supervisor and the CCC within two hours (pending availability/release from jail) per the CCC Rule that requires the arrested staff member to report the arrest to the CCC within two hours pending availability/release from jail.

3. Background Screening

a. The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers. The Provider shall comply with the requirements for background screening pursuant to Chapters 39, 435, 984 and 985, F.S., and the Department's background screening policy (FDJJ 1800, Revised 1/30/18). Failure to comply with the Department's background screening requirements may result in termination of the Contract.

b. Law enforcement, correctional, and correctional probation officers, certified pursuant to section 943.13, F.S., are not required to submit to level 2 screenings as long as they are currently employed by a law

enforcement agency or correctional facility. The law enforcement agency must submit an affidavit annually to the Department by January 31st of each year. The affidavit must list the names of each sworn law enforcement officer and attest that each officer was screened at level 2 standards or higher prior to having direct contact with youth or confidential youth records.

Q. Quality Improvement Standards

1. The Department will evaluate the Provider's program, in accordance with section 985.632, F.S., to determine if the Provider is meeting minimum thresholds of performance pursuant to the Department's Quality Improvement standards.
2. A Provider failing a Quality Improvement Review shall cause the Department to conduct a second Quality Improvement Review within six months. Failure of the second Quality Improvement Review shall cause the Department to terminate the Provider's Contract, unless the Department determines there are documented significant extenuating circumstances. In addition, if the Provider's Contract is terminated, the Department may not contract with the same Provider for the terminated service for a period of twelve (12) months.
3. Quality Improvement Reviews shall be based only on standards assessing compliance with this Contract, local, state, and federal laws, rules, regulations and codes, as well as Department policies and procedures that are in effect on the date that this Contract is fully executed. After execution, any changes or modifications to the terms and conditions of this Contract shall be negotiated between the Department and the Provider and documented in writing through the execution of a Contract amendment.
4. The Provider may ensure a minimum of one staff member per contract participates in an on-site Quality Improvement Review in another judicial circuit on an annual (calendar year) basis. The Provider shall ensure all staff participating in Quality Improvement Reviews are at the management or supervisory level, have a minimum of a Bachelor's Degree unless a waiver request has been submitted and approved by the Department, and have completed the Department's Quality Improvement Peer Reviewer Certification Training Program. Participation in the training and the review shall be at the Provider's expense.
5. The results of Quality Improvement Reviews and final scores do not relieve the Provider of its responsibility for compliance with the provisions in this Contract.

R. Monitoring

The Department will conduct periodic unannounced and/or announced programmatic and administrative monitoring to assess the Provider's compliance with this Contract and applicable federal and state laws, rules and Department policies and procedures in accordance with FDJJ Policy 2000 (Revised 1/31/19). The Provider shall permit persons duly authorized by the Department to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Provider that are relevant to this Contract, and interview individuals receiving services and employees of the Provider under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Provider a list of its findings, including deficiencies regarding the manner in which said goods or services are provided. The Provider shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the Department's Monitoring Report. The Provider's failure to correct these deficiencies within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

S. Financial Consequences

1. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with FDJJ Policy 2000 (Revised 01/31/19) for the following:
 - a. Failure to submit a Corrective Action Plan (CAP) within the specified time frame(s);

- b. Failure to implement the CAP within the specified time frame(s); and/or
- c. Upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within specified time frames.
2. The Provider expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
- *Total monthly value of the Contract X 1.0% = Financial Consequence Imposition of consequences shall be per deficiency per day*
3. Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Department's Contract Manager shall deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.
4. If the Provider has a grievance concerning the imposition of financial consequences for noncompliance, the Provider shall follow the dispute process outlined in this Contract, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).
- T. Confidentiality
1. Pursuant to section 985.04, F.S., all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of the Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep any confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. The Provider shall take appropriate steps to ensure its personnel, agents, and subcontractors protect confidentiality. The warranties shall remain in effect after Contract termination.
2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective November 20, 2014), if applicable under this Contract.
- U. Dispute Resolution
- Any dispute concerning compliance and/or performance of this Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy to the Provider. Any dispute that cannot be resolved shall be reduced to writing and delivered to the Department's Assistant Secretary or designee of the relevant program area for resolution.
- V. Severability
- If a court deems any provision of this Contract void or unenforceable, 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.
- W. Certification Regarding Active Exclusion
- The Provider, by execution of this Contract, certifies that neither it nor its principals is presently assigned an active exclusion with the Federal System for Award Management (SAM). Exclusions can be found at: <https://www.sam.gov/SAM/>. The Provider shall notify the Department if, at any time during this Contract, it or its principals are assigned an active exclusion.

- X. Return of Property Purchased Under this Contract
All property purchased by the Provider utilizing Contract funds is the Property of the State and shall be returned to the Department upon expiration of this Contract. The property shall be returned in a condition which allows for re-use of equipment. The Department shall make and approve in writing the determination regarding the surplus of State-owned property. The Provider shall maintain property to protect against theft and/or damage. The Provider may not be reimbursed for property purchased unless specifically allowed by this Contract.
- Y. Information Technology (IT) Security
In accordance with Rule 74-2.001 through 74-2.006 F.A.C., external partners employed by the Department or acting on behalf of the Department, including other governmental entities, third parties, contractors, vendors, suppliers and partners, shall comply with all applicable security policies, procedures and processes, and employ adequate security measures to protect the Department's information, applications, data, resources, and services. When applicable, as determined by the Department's Bureau of Information Technology, network connection agreements for third-party network connections shall be submitted to the Department for approval prior to connection to the Department's internal network.
- Z. Information Resource Request
All Department Contract Providers must receive written approval from the Department prior to purchasing any Information Technology (IT) Resource used in the performance of contractual obligations under this Contract. IT Resources are defined in Department Procedure FDJJ – 1205.01P (Revised 6/6/17), titled Information Technology Resource Management Procedures and is located on the Department's website at: <http://www.djj.state.fl.us/partners/policies-resources/departments-policies>.
The Provider agrees to secure prior written approval by means of a Department Information Resource Request (IRR) form before the purchase of any IT Resource. The Department's Contract Manager is responsible for serving as the liaison between the Provider and the Department's Bureau of Information Technology during the completion of the IRR process. The use of Contract funds for the purchase of IT Resource components must be approved by the Department's Contract Manager as appropriate and allowable under the terms of the Contract. The Provider will not be compensated for any IT Resource purchases made prior to obtaining the Department's written approval.
- AA. Data Input into Department's Systems
The Provider is required to input data into the Department's Program Monitoring & Management (PMM) System and Staff Verification System (SVS) computer applications during the term of this Contract.

IX. CAPTIONS

The captions, section numbers, article numbers, title and headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Contract, nor in any way effect this Contract and shall not be construed to create a conflict with the provisions of this Contract.

X. ATTACHMENTS AND EXHIBITS TO BE INCLUDED AS PART OF THIS CONTRACT

Attachment I: Services to be Provided

Attachment II: Florida Single Audit Act and FSAA's Exhibit 1

Exhibit 1: Sample Invoice¹

Exhibit 2: Sample Youth Census Report¹

Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report¹

Exhibit 4: Staff Vacancy Report²

Exhibit 5: Staff Hire Report²

¹Available at: <http://www.djj.state.fl.us/partners/forms-library/-in-Subjects/Subjects/Contracting>

²Available at: <http://www.djj.state.fl.us/partners/contract-management>

This Contract and all attachments and exhibits named herein that are attached hereto and incorporated by reference, represents the entire agreement of the parties. Any alterations, variations, changes,

modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**PROVIDER
CLAY COUNTY BOARD OF
COUNTY COMMISSIONERS**

**STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: TIMOTHY NIERMANN

TITLE: _____

TITLE: DEPUTY SECRETARY

DATE: _____

DATE: _____

VENDOR NUMBER: 59-6000553

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk of the Board

**ATTACHMENT I
SERVICES TO BE PROVIDED
CLAY COUNTY SHERIFF'S WORK ETHICS AND TRAINING (SWEAT) PROGRAM**

I. GENERAL DESCRIPTION

A. General Description of Services

1. The Provider shall design, develop, and operate two separate program components:
 - a. Clay County Youth Intervention Program: This subcomponent shall be comprised of the following for community youth at risk for deeper involvement in the criminal justice system:
 - 1) This program is designed to provide a graduated system of community service hours for at-risk youth issued civil infractions, arrested for criminal activities, and/or who have been held in contempt by the court. This allows at-risk youth to participate in worthwhile activities, but also allows for the youth who needs and/or deserves a more intense community service.
 - 2) In addition, youth referred to this program shall receive intense supervision, when identified by the Clay County Court, through participation in Sheriff's Work Ethics and Training (SWEAT) events. Participation in SWEAT events shall be utilized for meaningful punishment, allowing the at-risk youth to learn from their mistakes while avoiding deeper involvement in the criminal justice system.
 - 3) In addition, at-risk youth who are not attending school, classified as truant youth identified by the Clay County Court system, can be provided meaningful mentorship, tutoring, and punishment, when necessary. The youth have been ordered by the court to attend school and have intentionally refused to do so. The court is given the option of punishing the youth through community service hours and/or to order attendance at mentoring and/or tutoring sessions.
 - b. The Clay County SWEAT Program is a supervised community service (work) program that community at-risk and probation youth with court-ordered community service shall complete in a controlled environment through SWEAT events. SWEAT events are constructed to accelerate a change in behavior and instill personal accountability with the court-ordered youth and allow them to complete court-ordered sanctions.
 - c. The Provider shall comply with all applicable federal and state laws, rules, and regulations, pertaining to the delivery of services for the Department.

B. Services to be Provided

The Provider shall coordinate tutoring/academic assistance and mentoring as follows:

1. The Provider shall subcontract with Bright Minds to provide a variety of mentors and tutors to assist at-risk or program/conditional release youth with court-ordered attendance at mentoring and tutoring sessions.
2. The Provider shall coordinate the SWEAT events as follows:
 - a. The Provider shall utilize Clay County Deputy Sheriff's Office sworn Law Enforcement Officers/Correctional Officers to supervise youth in the SWEAT Program.
 - b. The Program shall entail a community work event comprised of a minimum of a six-hour workday/event day for youth to complete sanctions.
 - c. The Provider shall schedule youth for SWEAT events based upon referrals from the Court and/or the Department's Juvenile Probation Officer (JPO).
 - d. The Provider shall submit, by the following Tuesday of each week, a fax or e-mail listing of youth who participated in the previous weeks' SWEAT

event. The list shall be submitted to the referring source (Court) and the Department, and the Chief Probation Officer (CPO) of Circuit 4.

C. Authority for Specific Contracted Program Services

1. For Probation Youth: The Provider shall provide services for probation and conditional release youth in a manner consistent with chapter 985.135; 985.209; and 985.64, F.S.; Rule 63D-4.001-.008, F.A.C.; and 63H-1.001-.016; 2.001-.008, F.A.C.
2. For Community At-Risk Youth: Authority for specific contracted program services is found in chapter 985, F.S. and gives the Department the authority to develop and implement effective programs to: prevent delinquency; to divert children from the traditional juvenile justice system; to intervene at an early stage of delinquency; to provide critically needed alternatives to institutionalization and deep-end commitment; provide well trained personnel, high-quality services, and cost effective programs within the juvenile justice system.

D. Limits on Services

The Provider shall not provide services to youth who fail to meet the eligibility criteria contained in this Contract. The Provider shall not be paid for services rendered outside the terms of this Contract.

E. Definitions

1. At-Risk Youth – At-Risk Youth refers to any youth who exhibits problem behaviors such as un-governability, truancy, and running away from home. Additionally, a youth who has an identified risk in the record of referrals, school, use of free time, relationships, family/living arrangement, alcohol and drugs, mental health, attitudes/behaviors, aggression, and skills domains is considered at-risk.
2. Chief Probation Officer (CPO) – The Department employee who is responsible for managing community-based program operations and staff within each of Florida's twenty (20) judicial circuits.
3. Conditional Release (CR) Status – CR Status refers to youth who are released from residential commitment programs. Under the legal status of conditional release, the youth remains on commitment status and is subject to transfer back to a residential commitment program if noncompliant.
4. Juvenile Justice Information System (JJIS) – The Department's electronic information system, used to gather and store information on youth having contact with the Department.
5. Juvenile Probation Officer (JPO) – An employee of the Department responsible for the intake of youth upon arrest and the supervision of youth on court-ordered supervision in the community. The JPO serves as the primary case manager for the purpose of managing, coordinating, and monitoring the services provided and sanctions required for each youth. Whenever a reference is made to the objectives and duties of a JPO, it shall also apply to case management staff of a provider agency contracted to perform these duties and objectives.
6. Probation Status – Probation Status refers to youth who are court-ordered to community supervision after the court has determined that the youth committed a delinquent act.
7. Subcontractor - An agreement entered into by the Provider with any other person or organization that agrees to perform any performance obligations for the Provider specifically related to securing or fulfilling the Provider's obligations to the Department under the terms of this Contract.

II. YOUTH TO BE SERVED

A. General Description of Youth to be Served

The Provider shall serve two different types of youth who reside in Clay County, Florida:

1. Community at-risk youth who are six to eighteen (18) years of age referred direct by the Clay County court to avoid further involvement in the criminal justice system; and
2. Department youth, who are ten to eighteen (18) years of age, on Probation or CR status, who have been referred by court order or the Department and have been

adjudicated or have had adjudication withheld and be under the supervision of the Department in the community.

B. Youth Eligibility

Eligible youth for services are:

1. Community youth at risk of further involvement in the criminal justice system referred direct by the Clay County Court are eligible to participate in services; and
2. Probation or CR status youth who have been referred by the court or the Department's JPOs to participate in the SWEAT program and complete community services sanctions.

C. Youth Referral/Determination

1. Community At-Risk Youth Referral and Admission/Discharge

- a. Youth shall be referred by the Clay County Court. Referrals shall be hand-delivered or emailed to the Provider, in accordance with the wishes of the Clay County Court system.
- b. The Department shall resolve all disputes regarding the eligibility of community at-risk youth to participate in the program. The Provider shall contact the Department's Contract Manager prior to the admission of youth whose eligibility is in dispute.
- c. The Department's Prevention Assessment Tool (PAT): The Provider shall complete the intake process and Prevention Web data entry requirement on each newly referred and admitted community at-risk youth three business days of admission to the program.
- d. All youth must have the PAT completed and entered in the JJIS Prevention Web within seven calendar days of admission to the program.
- e. The Provider shall complete and enter into the JJIS Prevention Web an exit Prevention PAT on each youth within the last fourteen (14) calendar days of the youth's participation in the program. An exit PAT is required for youth whose length of stay in a prevention program is greater than sixty (60) calendar days. Youth should be released from the JJIS within seven calendar days of release from services.

2. Probation and CR Youth Referral/Admission/Discharge

- a. Probation and CR youth shall be referred by the Department's JPOs and/or the court and shall be admitted by the Provider into the SWEAT Program in the JJIS system as follows.
- b. The Department will book youth and automatically forward referrals to the Provider utilizing the JJIS, specifically the Probation Resource Booking (PRB) Module.
- c. The Provider shall review referral information and accept or reject the youth's referral in the PRB Module in the JJIS.
- d. Any disputes regarding the appropriateness of the youth for program admittance shall be forwarded to the Department's Contract Manager and the CPO in the Circuit where services are to be provided.
- e. The Provider shall admit the youth in the JJIS once he or she has been accepted into the Provider's program.

D. Limits on Youth to be Served

The Provider shall only be paid for services rendered to youth admitted for services that were referred by the Department and/or by the Clay County Court.

III. SERVICE TASKS

A. The following tasks shall be provided, at a minimum, by Provider staff:

1. Bright Minds Mentoring and Tutoring/Academic Assistance

- a. The Provider, through the approved subcontractor Bright Minds, shall also offer mentoring sessions and tutoring/academic assistance to community at-risk youth and Probation youth referred by the Clay County Court or the Department and in need of such services.
- b. Mentoring sessions shall address topics such as body image, decision making, identifying positive role models, and self-esteem. Mentoring

sessions shall be a minimum of thirty (30) minutes per session and shall be offered at a minimum of two times per week to youth. Sessions may occur back to back.

- c. Tutoring/Academic Assistance sessions shall include course work assistance for participating youth and instruction to help academic achievement in the classroom. Tutoring/Academic Assistance sessions shall be a minimum of thirty (30) minutes per session and shall be offered at a minimum of two times per week to youth. Sessions may occur back-to-back.

2. SWEAT Events (for both Community At-Risk youth, Probation, and CR Youth)

- a. The Provider shall provide intense supervision through supervised work projects with community service opportunities/events during the Contract term where youth can learn from their mistakes and make better behavioral choices.
- b. The Provider shall arrange and schedule community service events comprised of a minimum of a six-hour workday/event day for youth to complete sanctions.
- c. SWEAT events shall include but are not limited to:
 - 1) cleaning garbage off roads;
 - 2) shredding papers at the county administration building;
 - 3) cleaning riverbeds;
 - 4) clean county park facilities; and
 - 5) washing transportation vehicles.
- d. The Provider shall schedule youth referrals for specific SWEAT events and notify the youth of required attendance.
- e. For Probation CR youth participating in SWEAT events, the Provider shall provide, to the CPO in Circuit 4, which includes Clay County, a fax or e-mail listing with the names and Department identification number of each youth who participated in the scheduled event by the Tuesday of the week following the event.
- f. The Provider shall coordinate and ensure that a sufficient number of sworn Law Enforcement Officer's (LEO's) supervise each event.
- g. LEO's shall arrange transportation for youth, when necessary, to and from each SWEAT event.

3. Transportation

The Provider shall ensure the following tasks for the transportation for program participants are met throughout the term of this Contract.

- a. When providing transportation services for youth for SWEAT events or to or from mentoring/tutoring sessions, the Provider shall ensure that all Provider Staff and LEO's providing transportation adhere to the Department's policy and procedures for Operating a Vehicle for the Purpose of Transporting Youth FDJJ 1920 and 1920P, dated 5/19/2014. A copy of the transportation policy is available on the Department's website.
- b. Youth shall be transported by a Provider or LEO agency leased or owned vehicle (vehicle must have working seat belts and be driven by a licensed and approved staff member or sworn LEO).
- c. Transportation services shall be provided as a condition of receipt of funds under this Contract, but transportation services shall be included in the cost of this Contract and shall not be reimbursed separately from this Contract.

4. Juvenile Justice Information System (JJIS)

a. Community At-Risk Youth:

The Provider shall be responsible for entering information on Community At-Risk Youth into the JJIS Prevention Web within three business days of youth's admittance to the program. The Provider shall have a process to ensure the accuracy of all data entered. The youth data must be entered to ensure verification of the youth census for payment purposes.

In addition, all youth information required in the JJIS Prevention Web shall be collected and maintained in hard copy format.

b. Probation and CR Status Youth:

The Provider shall be responsible for entering information on youth into the JJIS, PRB system, updating the information, and ensuring the integrity of the data inputted.

c. The JJIS Training/Prevention Web Training:

- 1) The above responsibility for data entry is based on the Department's capability to provide access and utilization to the Provider.
- 2) The Provider shall designate a lead staff person responsible for ensuring completion and accuracy of the Prevention Web data entry, including admission and release dates.
- 3) This staff person shall also be the main contact for the Department's Data Integrity Officer and the Office of Program Accountability.
- 4) The Department will provide limited assistance to the Provider with the JJIS training.
- 5) It is incumbent upon the Provider to contact the Department's Data Integrity Officer for their area to gain access and secure training.

5. Staff Verification System (SVS):

The purpose of the Staff Verification System (SVS) is to create a comprehensive database of employees that work with youth in juvenile justice programs. Each time a supervisor is considering hiring a new employee, the supervisor will be able to access the system to obtain the work history of the individual in juvenile justice programs in Florida. The system will show the programs the person has worked for and will provide a previous employer's name and telephone number for job references. By sharing this information, the Department will be able to ensure that undesirable employees do not move from the Department to a Provider program or from one Provider program to another. Florida Statute authorizes the sharing of this information for all criminal justice agencies, including the Department and its Providers. Each Provider will be required to input several data items on each employee including employee name, social security number, date of hire, program where employed, and job title. Once the initial data on all employees is added to the system, Providers will be responsible for updating the list monthly regarding employees who have left their employment and all new hires. The Department's data will be updated via the state of Florida People First System.

6. Program Monitoring & Management (PMM) System:

The purpose of the PMM System is to provide a single site for the Department's monitoring process, document storage, deficiency review and corrective actions, and performance measures. Providers will be able to view monitoring reports and enter comments, will build corrective action plans to respond to deficiencies, and will enter data on performance issues as determined in the Contract or service area.

B. Limits Within Services Must be Provided

Services shall only be provided to youth upon referral from the Department and/or Court and shall be documented on the youth census as Probation, CR, or Community At-Risk Youth.

C. Staffing/Personnel

The Provider and all personnel provided under this Contract, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Provider or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held.

1. Staffing Levels

Position Title	PT/FT Position	Job Description and Minimum Qualifications
Program Director (1) (Direct Care Staff)	Part-Time 50% FTE	Oversee aspects of the program, conducts the PAT on community at-risk youth, the JJIS data entry, fiscal management, hire and supervise staff, provide direction and guidance for staff and youth, monitor ongoing evaluation, effectiveness records, provide applicable reports to the Department. Requires a College degree with a minimum of five years in supervising or counseling youth.
Administrative Assistant (1) Direct Care Staff/filled by Sworn LEO	Part-Time 50% FTE	Determining and coordination compliance with the Department and preparing and filing appropriate documentation of compliance. Requires college degree or experience with similar program compliance requirements.
Deputies/Sworn LEOs/Correctional Officers	Part-Time	Assigned by the Sheriff, LEO's supervise youth in the SWEAT program and provide transportation, when appropriate. Requires a sworn LEO.
Mentors (up to twenty-five (25)) (Direct Care Staff)	Part-Time	Develops a plan of action to address areas of needs that have been identified, provides mentoring to ensure continued educational, personal, and professional success of the participants. Evaluates behavior on an on-going basis, collect data and track progression of the participants, and conduct a conclusion report on each participant to measure results of the program. Mentors must be equipped and trained to mentor in many areas to include but not limited to: academic counseling, self-esteem, life skills, character development, professional skills, peer-pressure, personal development, and leadership skills. Requires a college or associate of arts degree, at a minimum.
Tutors (up to twenty-five (25)) (Direct Care Staff)	Part-Time	Provides academic assistance to participants to help with their academic challenges by providing effective tutoring practices, track progression of the participants, and will conduct a conclusion report on each participant to measure results of the program. Requires a college or associate of arts degree, at a minimum.

2. Staff Qualifications

All individuals providing services shall be at least nineteen (19) years of age, shall possess adequate training to perform the duties for which they are assigned and meet all applicable qualification requirements set forth in the table above, as applicable.

3. Staff Training

a. All Provider staff, with the exception of Sworn LEO's under this Contract are considered direct care staff and therefore subject to the training for

non-residential staff set forth in Rule 63H-2. However, mentors and tutors are exempt from PAR and CPR training, as specified below, their primary focus is for prevention truant youth.

- b. The Department's Office of Staff Development and Training has determined the Clay County Sheriff's Office's standard training for LEO's meets all training requirements, with the exception of Professionalism and Ethics and Suicide Prevention Training. These two classes must be completed prior to contact with Department youth.
- c. Prior to any contact with youth, the Provider's staff must first complete, at a minimum, the following essential skills training:
 - 1) PAR trained; thirty-two (32) hours/Department Instructor led (not required for mentors and tutors)
 - 2) CPR/First aid certified; four (4) hours/Department Instructor led (not required for mentors and tutors)
 - 3) Professionalism and ethics training; (available through the Department's Learning Management System)
 - 4) Suicide prevention training; and (available through the Department's Learning Management System)
 - 5) Emergency procedures training. (available through the Department's Learning Management System)

The above training shall be coordinated through the Department's Contract Manager.
- d. The Provider must ensure that all required training, per Rule 63H-2 is completed, except as otherwise stated above.
- e. In addition to all direct care training requirements set forth above, the Provider shall ensure staff is trained in the following training topics.
 - 1) Critical Incident Reporting Requirements – This training can be provided by the Probation Program Operations staff.
 - 2) The JJIS Training for a minimum of one staff entering data into the JJIS. The Department will provide the training.

The Department will coordinate all training to be provided by the Department. The Department may also assist in locating other training opportunities.
- f. The Provider is responsible for all training costs associated with the Contract. Any training to be provided by the Department or in through the Department's Learning Management System, is available at no cost to the Department and shall be coordinated with the Department's Contract Manager.
- g. All staff delivering services to Department youth shall have in his/her personnel file, maintained by the Provider, documentation demonstrating successful completion of Department required training, and the minimum education and professional qualifications for the applicable position. Documentation of the completion of minimum training topics, with the number of hours earned shall be maintained in each employee's personnel file and updated on a yearly basis. Copies shall be provided upon request of the Department's Contract Manager or Monitor.

4. Changes in Staffing

The Provider shall provide a written request to the Department's Contract Manager and the CPO to request a waiver of the above professional qualifications. Waivers of the above professional qualifications shall be granted only when it is determined to be in the best interest of the Department and be approved in writing by the Regional Director and the CPO with a copy to the Department's Contract Manager.

D. Service Location/Times

The Clay County SWEAT Program Administrative Office is located at 477 Houston Street, Green Cove Springs, Florida, 32043. SWEAT events shall take place throughout the Clay County community as scheduled, by the SWEAT Program to allow youth to complete court-ordered sanctions for community service. Mentoring and tutoring, if determined necessary, shall occur in places conducive to the youth requiring services.

- E. Change in Service Times/Location
The Provider shall submit a request for written (email acceptable) approval prior to any changes to the location of services or times for service delivery to the Department's Contract Manager. Approval must be obtained in writing (email acceptable) from the Department's Contract Manager, prior to any such changes. The changes to locations or service times shall be finalized through a Contract amendment. The Provider must consult with the Department prior to the relocation or closing of the program location.
- F. Property
No property furnished or purchased with Contract funds is required for the delivery of services defined under the terms of this Contract.

IV. DELIVERABLES

The Provider shall submit an invoice with sufficient documentation to fully justify payment for services delivered. Failure by the Provider to promptly report and document deliverables as required may result in a reduction in the invoice. In months where the Provider did not complete services for new youth, an invoice is not required.

- A. Service Units/Deliverables
The service units/deliverables under this Contract are as follows:
 1. Mentoring services for referred Community At-Risk, Probation, and CR youth as referred by the court. Mentoring shall be provided in half-hour (thirty [30] minute) segments and shall be documented by a sign-in log indicating the first initial and last name of the youth tutored at each session, and the start time and end time of each session with a printed name and signature by the individual offering the mentoring.
 2. Tutoring/Academic Assistance services for referred Community At-Risk and Probation and CR youth as referred by the court. Mentoring shall be provided in half-hour (thirty [30] minute) segments and shall be documented by a sign-in log indicating the first initial and last name of the youth tutored at each session, and the start time and end time of each session with the printed name and signature of the individual offering the tutoring.
 3. SWEAT Community Workday Events, which shall occur as scheduled by the Program. Documentation for SWEAT Events shall be an event sign-in sheet that includes the date of community workday event, the location of the event, the number of hours worked (start and end), printed name and signature of the Provider staff supervising the event and list of participants with youth's signatures and sign-in and sign-out times.

V. REPORTING

- A. Contract Management
The following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

Provider	Department
Karen Thomas	Pat Wood
P.O. Box 1366	2020 Capital Circle SE
Green Cove Springs, FL 32403	Tallahassee, FL 32399-3100
Telephone: (904) 278-3735	Telephone: (850) 717-2785
Fax:	Fax:
Email: Karen.Thomas@claycountygov.com	Email: Pat.Wood@djj.state.fl.us

- B. Reports
The Provider shall submit written reports with all required documentation within the time frames listed in the chart below to become eligible for payment (excluding the Monthly Expenditure Report) and shall submit the progress or performance reports throughout the term of this Contract as follows:
 1. Invoice

A properly prepared invoice shall be submitted directly to the Department's Contract Manager within thirty (30) calendar days following the end of the month for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, F.S. and any interest due shall be paid pursuant to section 55.03(1), F.S. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

a. The Department may adjust (reduce) any subsequent invoice upon finding that services cannot be verified for a given month. In addition, the Department reserves the right to withhold any payment, or prorate any payment, if the Provider fails to perform any task or other activity required by this Contract in accordance with the terms and conditions of this Contract.

b. The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract.

2. Youth Census Report

A complete list of youth who were attending the Provider's program, as required under the terms and conditions of this Contract during the service period detailed on the invoice shall be furnished. The Youth Census Report is to be submitted with the monthly invoice. At a minimum, the Youth Census Report shall include the youth's last name and initial of first name, juvenile justice identification number, date of service, and the service required by the Contract that was provided. Prior to the submission of the monthly Youth Census Report, the Provider shall confirm the accuracy of youth census data in JJIS for Probation and CR Youth and the Prevention Web for Community At-Risk Youth. The Provider must redact confidential identifying information from any hardcopies submitted to the Department and password protect any electronic files. The Youth Census Report is located at: <http://www.djj.state.fl.us/partners/forms-library/-in-Subjects/Subjects/Contracting>

3. SWEAT Projects Report

A report that has a complete list of all SWEAT events that have occurred that include the event sign-in sheet that includes the date of community workday event, the location of the event, the number of hours worked (start and end), name and signature of Provider's staff supervising the event and list of both Community At-Risk and Probation/CR participants with youth signatures and sign-in and sign-out times.

4. Mentoring and Tutoring Sign-In Logs

The Provider shall submit sign-in logs indicating the name of the youth tutored at each session, and the start time and end time of each session with a printed name and signature by the individual offering the mentoring and/or tutoring.

5. Proof of Insurance

A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration of insurance. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in this Contract.

6. Subcontract(s)

A copy of all subcontracted agreements entered into by the Provider and a subcontractor for services required of the Provider via this Contract, shall be submitted to the Department in advance for review. A signed copy of the subcontract reviewed by the Department shall be provided to the Department's Contract Manager prior to the delivery of service to Department youth and payment to the subcontractor.

7. Organizational Chart

The Provider's organizational chart shall be provided upon execution of this Contract, annually, and upon changes. The organizational chart shall include the programmatic and administrative structure of the Provider's organization.

8. Staff Hire Report:

The Provider shall provide a complete list of staff hired to fill vacant positions to include their full legal name, the position title, position number, date of hire, date of background screening, and position description. If any position filled requires specific licensing, certification, or education as required in this Contract, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report. The Provider shall use the Department required exhibit form for the Staff Hire Report submission. A copy can be found at <http://www.djj.state.fl.us/partners/contract-management>.

9. Staff Vacancy Report

The Provider shall provide a complete list of all vacant Program positions required by this Contract, and include the position title, position number, date of vacancy, and position description. The Provider shall provide to the Department's Contract Manager with an explanation for vacancies, which exceed ninety (90) calendar days. Services shall be provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant. Format of this report can be determined by the Department's Contract Manager. A position shall not be deemed vacant when an employee is temporarily absent due to paid vacation, paid sick leave, management and professional conferences, in-service training, or other temporary leave conditions. Furthermore, a position shall be deemed not to be vacant if filled through the use of Contract services or temporary employees. A copy of the Staff Vacancy Report Can be found at <http://www.djj.state.fl.us/partners/contract-management>.

10. Staff Training Plan

The Provider shall provide a training plan to incorporate at a minimum pre-service and in-service training as outlined in Rule 63H, F.A.C. Training plans will be approved by the Department's Office of Staff Development & Training (SD&T) to ensure compliance with Rule 63H, F.A.C. If applicable, the plan should also include any specialized training outlined in this Contract. A training plan must be submitted at the onset of this Contract as well as annually each January. The Provider shall use the Department's Training Plan template to develop its plan. A copy of the template can be found at <http://www.djj.state.fl.us/partners/contract-management>.

11. Continuity of Operations Plan (COOP)

Prior to the delivery of service, the Provider shall submit a COOP, which provides for the continuity of Contract services in the event of a manmade/natural disaster/emergency.

12. Minority Business Enterprise (MBE) Utilization Report

The Provider shall submit to the Department's Contract Manager, along with each monthly invoice, the MBE Utilization Report listing all payments made for supplies and services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.

13. Ad Hoc Reports:

The Provider shall provide to the Department ad hoc reporting upon request of the Department's Contract Manager or designee.

14. Monthly Expenditure Report

The Provider shall provide a list of all expenditures using Contract funds which shall be submitted within thirty (30) calendar days following the end of the month in which services were rendered.

The Expenditure Report and all of its supporting documentation submitted later than the required due date, shall result in a major monitoring deficiency until a properly completed Expenditure Report with all of its supporting documentation is received and accepted by the Department's Contract Manager.

Contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid, to include copies of cashed checks or bank statements showing payment. An example of the type of documentation representing the minimum requirements for the Salaries Category is a payroll register showing gross salary charges, fringe benefits, other deductions, and net pay. If a staff member for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable. Each piece of documentation should clearly reflect the dates of service.

REPORT LIST	FREQUENCY	DUE DATE	DUE TO DEPARTMENT
Invoice	Monthly	Thirty (30) calendar days following the end of the month for which services were rendered	Contract Manager
Youth Census Report	Monthly with Invoice	To be submitted with the invoice	Contract Manager
SWEAT Projects Report	Monthly with Invoice	To be submitted with the invoice	Contract Manager
Mentoring/Tutoring Sign-In Logs	Monthly with Invoice	10 th business day of the following reporting month (with invoice)	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1 st	Contract Manager
Proof of Insurance Coverage	Upon Execution and Annually thereafter	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution of Contract	Upon execution of contract	Contract Manager
Staff Hiring Report	Monthly	To be submitted with the invoice	Contract Manager
Staff Vacancy Report	Monthly	To be submitted with the invoice	Contract Manager
Staff Training Plan	Upon Execution and Annually thereafter	Upon Execution and January 1 st	Contract Manager
Continuity of Operations Plan (COOP)	Upon Execution; Annually thereafter	Prior to the delivery of services and July 1 st	Contract Manager
MBE Utilization Report	Monthly	To be submitted with the invoice	Contract Manager
Ad Hoc Reports	Upon Request	Upon Request	Contract Manager
Monthly Expenditure Report	Monthly	To be submitted thirty (30) calendar days following the end of the month in which services were rendered	Contract Manager

C. Report Receipt and Documentation

The Provider shall submit written reports with all required documentation within the time frames listed above to the correct individuals to become eligible for payment. Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Department's Contract Manager will approve or reject deliverables and reports.

VI. PERFORMANCE MEASURES/EVALUATION

Listed below are key Performance Measures (Outcomes), with minimum standards of performance, deemed most crucial to the success of the overall desired service delivery. The Provider shall ensure that the stated performance measure and standards (level of performance) are met. The Provider's performance data shall be collected, beginning the second month after which service has been fully implemented. The Department will determine the Provider's outcome standard annually.

A. Performance Measures for Probation and CR Youth

1. **GOAL:** 100% of youth released from the program will not receive Offense During Service (ODS).
MEASURE: This percentage is calculated by dividing the number of youth who did not receive ODS by the total number of youth released. ODS is defined as any new law offense that occurred during placement and resulted in adjudication or adjudication withheld. The Comprehensive Accountability Report (CAR) includes the percentage of youth who did receive ODS, therefore this measure is the reverse of what is published in the CAR.
MINIMUM STANDARD LEVEL OF PERFORMANCE: The percentage of youth released from the program that shall not receive ODS shall be at or above the last CAR report of similarly classified services (greater or lesser depending on the measure).
2. **GOAL:** 100% of youth will not recidivate within one year of program completion.
MEASURE: This percentage is calculated by dividing the number of youth who did not recidivate by the total number of youth who completed program services. Recidivism is defined as an offense that occurs within twelve (12) months of program completion that results in an adjudication, adjudication withheld, or an adult conviction for any new violation of law. The CAR includes the percentage of program completions that did recidivate, so therefore this measure is the reverse of what is published in the CAR.
MINIMUM STANDARD LEVEL OF PERFORMANCE: The percentage of youth who shall not recidivate within one year of program completion shall be at or above the last CAR report of similarly classified services (greater or lesser depending on the measure).

B. Performance Evaluation

1. The Provider, throughout the term of this Contract, shall document compliance with required service tasks, performance and evaluation data, and provide documentation of such data for inspection upon request.
2. The Provider is required to collect and report to the Department the following data for evaluation purposes:
 - a. Demographic information of youth served: Name, date of birth, race, sex, Social Security Number, date of admission, and date of release.
 - b. Identification of youth by status: At-Risk, Probation, or CR.
 - c. Behavior characteristics of youth admitted to the program.
 - d. Types of services provided (Mentoring/Tutoring/SWEAT Events)
3. The Provider is required to maintain data on a monthly basis in each individual participant file and shall enter data in to the JJIS as required.
4. The Provider shall participate in the annual Comprehensive Accountability Report (CAR) data verification project for a period of two years following the completion of the current Contract year.
5. The Department will conduct outcome evaluations and recidivism studies concentrating on the re-offending and re-adjudication of juveniles who complete the program for one state fiscal year after the youth is released from the program.
6. These evaluations and studies will consider the content of the program, its components, and the duration of the program. The results may be used in the rating of the program for any future funding.
7. The Provider shall complete all necessary close-out procedures for the JJIS/Prevention Web once youth has completed program services.

**ATTACHMENT II
DEPARTMENT OF JUVENILE JUSTICE
FLORIDA SINGLE AUDIT ACT
CHECKLIST FOR COMPLIANCE WITH FEDERAL AND DEPARTMENTAL AUDIT REQUIREMENTS
PART I AND/OR II APPLIES**

NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO: <https://apps.fldfs.com/fsaa/links.aspx>

The administration of resources awarded by the Department of Juvenile Justice to the recipient/subrecipient may be subject to audits and/or monitoring by the Department of Juvenile Justice, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Juvenile Justice staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient/subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Juvenile Justice. In the event the Department of Juvenile Justice determines that a limited scope audit of the recipient/subrecipient is appropriate, the recipient/subrecipient agrees to comply with any additional instructions provided by Department of Juvenile Justice staff to the recipient/subrecipient regarding such audit. The recipient/subrecipient 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/subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient/subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department of Juvenile Justice by this agreement. In determining the federal awards expended in its fiscal year, the recipient/subrecipient shall consider all sources of federal awards, including federal resources received from the Department of Juvenile Justice. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient/subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient/subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient/subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient/subrecipient 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 CFR 200, Subpart F - Audit Requirements, 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/subrecipient resources obtained from other than federal entities).

Part II: State Funded

Note: This part is applicable if the recipient/subrecipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient/subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient/subrecipient (for fiscal years

ending June 30, 2017, or thereafter), the recipient/subrecipient 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Juvenile Justice by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient/subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Juvenile Justice, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient/subrecipient 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient/subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient/subrecipient 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's/subrecipient's resources obtained from other than state entities).

Part III: Other Audit Requirements

Pursuant to paragraph 215.97(8)(n), Florida Statutes, 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, Florida Statutes. In such an event, the State-awarding agency will arrange for funding the full cost of such additional audits.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient/subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient/subrecipient directly to each of the following:
 - a. The Department of Juvenile Justice at each of the following addresses:

Inspector General
2737 Centerview Drive
Knight Building, Suite 3400
Tallahassee, FL 32399-3100
 - 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, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient/subrecipient directly to:

The Department of Juvenile Justice at each of the following addresses:

Inspector General
2737 Centerview Drive
Knight Building, Suite 3400
Tallahassee, FL 32399-3100

4. Any reports, management letters, or other information required to be submitted to the Department of Juvenile Justice pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients/subrecipients, when submitting financial reporting packages to the Department of Juvenile Justice for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 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/subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of Juvenile Justice, or its designee, the CFO, or Auditor General access to such records upon request. The recipient/subrecipient shall ensure that audit working papers are made available to the Department of Juvenile Justice, or its designee, the CFO, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of Juvenile Justice.

Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

FSAA EXHIBIT 1

Federal Resources Awarded to the Recipient/Subrecipient Pursuant to this Agreement Consist of the Following:

Note: If the resources awarded to the recipient/subrecipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.

1. Federal Program A:
N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Note: If the resources awarded to the recipient/subrecipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below.

1. Federal Program A:
N/A

Note: Instead of listing the specific compliance requirements as shown above, the state awarding agency may elect to use language that requires the recipient/subrecipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program A, the language may state that the recipient/subrecipient must comply with specific laws, rules, regulations, etc., that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The state awarding agency, if practical, may want to attach a copy of the specific laws, rules, regulations, etc., referred to.

State Resources Awarded to the Recipient/Subrecipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

Note: If the resources awarded to the recipient/subrecipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

1. Federal Program A:
N/A

Subject to Section 215.97, F.S.:

Note: If the resources awarded to the recipient/subrecipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

1. State Project A:
Department of Juvenile Justice, Delinquency Prevention, **CSFA #80.029**. The amount of the Agreement is **\$242,500.00**.

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

Note: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of Juvenile Justice for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

Note: 2 CFR §200.513 and section 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the recipient/subrecipient.



EXHIBIT 1
FLORIDA DEPARTMENT OF JUVENILE JUSTICE
INVOICE FOR FIXED PRICE OR FIXED FEE CONTRACT/GRANT

SECTION I:

Provider (Payee) Name: _____	Contract/Grant No.: _____
Remittance Address: _____	¹ Invoice Number: _____
Program Name: _____	Invoice Date: _____
Service Address: _____	Service Period From: _____
FEID#: _____	Service Period To: _____

SECTION II:

A	B	C	D	E
Unit of Service or Description	Total Number of Units	Total Number of Days	Unit Cost	Total Cost
Payment Amount Requested <input type="checkbox"/>				

SECTION III:

CERTIFICATION

- I certify that the expenditures incurred under this contract/grant are for commodities or services, which are reasonable, necessary, allowable and allocable, and the expenditures directly relate to the purpose of the contract/grant.
- I certify that the services this individual or entity have provided services in accordance with the terms and conditions specified in the contract/grant.
- I certify that this individual or entity, in accordance with the terms and conditions specified in the contract/grant, maintains any documents and proof of payment supporting the expenditures.

Signature of Provider Agency Official _____	Type or Print Name & Title _____	Telephone & Ext. _____	Date _____
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SECTION IV:

FOR DEPARTMENT USE ONLY

Date Invoice Was Received	Date Goods Or Services Were Received	² Date Goods Or Services Were Inspected And Approved	SIGNATURE & TITLE Of Person Approving Invoice For Payment	PRINT Name Of Person Approving Invoice	Telephone #	Signature/Date	
Org Code	Exp Option	Object Code	Amount	Org Code	Exp Option	Object Code	Amount
1.			\$	4.			\$
2.			\$	5.			\$
3.			\$	6.			\$

¹Assigned by the Provider or use the Contact number/2-digit month/2-digit year format. For example, the invoice number for March 2011 for contract X1234 would be "X1234/03/11". The invoice number must match the number on the "Summary of Contractual Services Agreement/Purchase Order" form.

²Goods/Services have been satisfactorily received and payment is now due.

Revised 8/23/11

FLORIDA MBE UTILIZATION REPORT

CONTRACT #: _____ **CONTRACT MANAGER:** _____

REGION: _____ **CIRCUIT:** _____ **LOCATION (COUNTY):** _____

PROGRAM NAME: _____

PROVIDER NAME: _____ **INVOICE MONTH:** _____

ADDRESS: _____ **INVOICE AMOUNT:** _____

TELEPHONE: _____ **CONTRACT AMOUNT:** _____ (ANNUAL) **BUSINESS CLASSIFICATION CODE** _____

**** (ENTER CODES H through R FROM SCHEDULE BELOW, AND FILL IN LINES 1 through 5 IN THE SUBCONTRACTOR TABLE)**

Business Classification

A – Non Minority
 B – Small Bus (State)*
 C – Small Bus (Federal)
 E – Government Agency (local)
 G – P.R.I.D.E.

(Formerly American Women)

Certified MBE**

H – African American
 I – Hispanic
 J – Asian/Hawaiian
 K – Native American
 M – Non Minority Women

(Formerly American Women)

Non Certified MBE**

N – African American
 O – Hispanic
 P – Asian/Hawaiian
 Q – Native American
 R – Non Minority Women

Non Profit Organization

S – 51% or more Minority
 T – 51% or more Minority
 Workforce

INSTRUCTIONS

PROVIDER: Complete this form monthly and submit along with your regular invoice to ensure prompt payment.

CONTRACT MANAGER: Forward this form along with invoice to Finance and Accounting.

(*Defined as 200 employees or less, \$5 million or less net worth and domiciled in Florida)

	ENTER MBE SUBCONTRACTOR NAME	SPURS, SSAN, OR FEID VENDOR #	CMBE/ MBE CODE (H-R)	SUBCONTRACTED PLAN AMT.	AMT. PAID TO MBE SUBCONTRACTOR IN THE CURRENT MONTH	SUBCONTRACT PLAN BALANCE
1						
2						
3						
4						
5						

PROVIDER CERTIFICATION: I certify that the above information is true and correct to the best of my knowledge.

PROVIDER SIGNATURE: _____ **TITLE** _____

PRINT NAME _____ **DATE:** _____

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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.”

(D) 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.

Vendor Maintenance Registration Form

Please submit W-9 when submitting this form.

Disclosure: Under the Board's Purchasing Policy, employees are not authorized to order goods or services without first obtaining a valid Purchase Order Number. The County will not be liable for payment for goods or services that are ordered in violation of this policy.



Vendor Number: _____ Add Change

(To Be Completed By Purchasing Department)

Clay County Purchasing Division
PO Box 1366, 477 Houston Street
Green Cove Springs, FL 32043
Phone: 904-278-3766
Fax: 904-278-3728
www.claycountygov.com/purchasing

Vendor Name:		
Address:		
Address:		
City:		
State:	Zip Code:	
Contact name:		
Fax:		
E-Mail Address:		
Phone:		
Web Address:		

Services/
Commodities:

The Internal Revenue Service requires that we file Form 1099 for certain vendors receiving payments for \$600.00 or more during a calendar year.

The IRS may assess a \$50.00 penalty for each failure to provide a Taxpayer ID Number. Also we are required to withhold 28% for Federal Income Tax purposes for payment to vendors who fail to provide us with their Tax ID Numbers.

Remittance Address if different from above:

Address:		
Address:		
City:		
State:	Zip Code:	
Contact:		
Phone:		

Taxpayer ID #: _____

Conflict of Interest Disclosure:

County Employee: Yes No

An outside personal economic relationship which affords present or future financial benefits to an employee, his family or to individuals with whom he has business or financial ties may be considered a conflict of interest requiring evaluation by the County Manager.

This certifies that neither my family nor myself are employees of the County and will benefit financially by doing business with Clay County.

Signature: _____

Please click [here](#) to download the W-9 Form. This form is to be completed and faxed to: 904-278-3728

Department Requesting Form

Employee Signature

Vendor Signature

Print Form

Submit by Email

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) 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.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) 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.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

DOMESTIC PREFERENCE 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.

* Appendix II located in Code of Federal Regulations (CFR) Title 2 - Grants and Agreements Subtitle A - Office of Management and Budget Guidance for Grants and Agreements CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart F - Audit Requirements Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards