

JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS



**REQUEST FOR PROPOSALS (RFP) FOR  
Pickleball Court Construction  
RFP 2025-05**

**RFP ADVERTISE DATE: June 6, 2025**

**RFP RELEASE DATE: June 6, 2025**

**RESPONSES DUE DATE AND TIME: July 9, 2025 @ 3:00 P.M.**

**MAIL OR DELIVER RESPONSES TO:**

***(hand-delivery or express mail services)***

Jefferson County Board of County Commissioners

ATTN: RFP 2025-05

445 W. Palmer Mill Rd.

Monticello, FL 32344

**Contact:**

COUNTY MANAGER'S OFFICE

Gus Rojas

445 W. Palmer Mill Rd.

Monticello, FL 32344

850-342-0223

[grojas@jeffersoncountyfl.gov](mailto:grojas@jeffersoncountyfl.gov)

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## **INTENT AND GENERAL INFORMATION**

Jefferson County, Florida through Requests for Proposals No. 2025-05, is soliciting proposals from qualified firms or individual with the required expertise and capability to perform the construction of Four (4) Pickleball courts, including provision of all materials, permitting, labor, supervision, equipment, supplies, fees, expertise, and services on an as needed basis for completion of the courts ("the Services"). The specific elements are included in the Scope of Services, Section 3.0, of this RFP.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the "RFP"). Under the proposal process of Jefferson County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County Manager's Office will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer's own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

Proposers interested in the Work are instructed to submit **one (1) original hard copy and one (1) electronic copy** (USB flash drive) of its **complete** Proposal in accordance with this RFP, no later than **July 9, 2025 @ 3:00 P.M.**, unless otherwise changed through an addendum to this RFP, to the County Manager's Office at 445 W. Palmer Mill Rd., Monticello, FL 32344. (Microsoft Word

versions of all appendices can be requested from the County Manager's Office.) Proposals received after this date and time will not be considered and shall be returned unopened.

- **Jefferson County is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **Jefferson County strictly enforces open and fair competition.**

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call the County Manager's Office at 850-997-3083 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Manager's Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

The RFP and any addenda issued are available on the Jefferson County website at <http://www.jeffersoncountyfl.gov> or by contacting the County at 850-997-3083. All questions pertaining to this RFP should be submitted in writing in accordance with Section 1.1 of the RFP.

#### **SECTION 1.0 SCHEDULE OF EVENTS**

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Proposal.

***All times listed in the Schedule of Events are Eastern Standard Time (EST).***

<b><i>Event</i></b>	<b><i>Date/Time</i></b>
Proposal Advertisement Date	June 6, 2025
Release of Request for Proposals	June 6, 2025
Questions Due from Prospective Bidder	June 20, 2025
Responses to questions due	June 25, 2025
<b>PROPOSALS DUE TO BOCC</b>	<b>July 9, 2025 @ 3:00 P.M.</b>
Oral Presentations (if needed)	July 11, 2025
Posting of Intended Award	July 11, 2025
Board Consideration of Intended Award	August 7, 2025
Posting of Notice of Award	August 8, 2025

- 1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Gus Rojas, Budget Officer, at [grojas@jeffersoncountyfl.gov](mailto:grojas@jeffersoncountyfl.gov).

Questions and responses will be posted on the County's Website and, if necessary, an Addendum or Addenda will be issued.

- 1.2 Respondents will be notified of the County's desire to enter additional discussions and hear an oral presentation of proposed solutions, if necessary.

## **SECTION 2.0 CONE OF SILENCE**

- 2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date of **June 6, 2025** and will terminate upon issuance of Notice of Award. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the County Manager with approval from the Board of County Commissioners and may subject the potential Respondent/Consultant or representative to debarment.
- 2.2 The prospective Proposer shall not have any communication with any County officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFP Document(s)

## **SECTION 3.0 SCOPE OF SERVICES (SOS) / SCOPE OF WORK (SOW)**

### **3.1 Scope of Work**

Qualified firms or individual with the required expertise and capability to perform the construction of Four (4) Pickleball courts, including provision of all materials, permitting, labor, supervision, equipment, supplies, fees, expertise, and services on an as needed basis for completion of the courts. Specifications to be followed are Four (4) pickleball courts in an area no larger than 128' L x 60' W. Must include post tensioned concrete with a layer of asphalt over top, drainage, UV resistant paint, and conduit for future lighting.

Funds for work under this contract may be derived from state and/or federal grants and/or funding, therefore, the successful contractor must comply with all state and federal laws, regulations, and requirements.

The Contractor(s) shall develop an estimate and price schedule for the project and shall apply for and secure any required permits, county permit fees shall be waived. The estimate shall be based on the scope of work provided to the Contractor by the County. Upon the County's review and approval, the cost estimate shall become the price of the project.

### **3.2 Minimum Qualifications**

Responsive Proposers must be registered to do business in Florida and registered with the Florida Department of State Division of Corporations. The Contractor shall possess a State of Florida General or Building Contractor's License and provide copies thereof with the Proposal. The Contractor must have been in business under the Contractor's current company name for a minimum of five (5) years. Proposer must have performed similar work, as the Prime Contractor, for at least one (1) governmental agency (County, City or other Municipality) within the past five (5) years. Proposers that do not meet the minimum qualifications and do not provide the required past project references may be deemed "non-responsive" and/or "non-responsible".

### **3.3 Contract**

The Initial Term of the Contract shall be for a period of one (1) year provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will not be considered. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein.

Proposers agree to these conditions by submitting a proposal.

## **SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS**

### **4.1 Overview**

- 4.1.1 The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.
- 4.1.2 Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer whose Proposal, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.
- 4.1.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.

- 4.1.4 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
  - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
  - c. Individual shall show the Proposer's name and business address.
  - d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.
- 4.1.5 All names shall be printed in ink below the signatures.
- 4.1.6 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.
- 4.1.7 The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.
- 4.1.8 A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

The Proposal shall contain evidence of Proposer's authority and qualification to do business in the state or locality where the Project is located or Proposer shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer's state contractor license number, if any, shall also be shown on the Proposal Form.

**4.2 Response to the RFP shall be submitted in the format described below:**

Proposals must be divided as described below and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include

the requested information/documents may be considered incomplete and therefore unresponsive by the County.

The County reserves the right to seek additional/supplemental representation on specific issues as needed. Proposals should be typed. **No changes in or corrections to Proposals will be allowed after the Proposals are opened.** The signer of the Proposal must declare that the Proposal in all respects fair and in good faith without collusion or fraud and that the signer of the Proposal has the authority to bind the principal Proposer.

The County will not be liable for any costs incurred by Proposer prior to entering a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFP requirements.

**TAB 1 – PROPOSAL TRANSMITTAL FORM ON THE FIRMS LETTERHEAD (FORM NO. 1)**

All signatures must be by an individual with authority to legally bind the Proposer, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Proposal Transmittal Form does not have apparent authority to legally bind the Proposer, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification number have been provided.

**TAB 2 – EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION (FORM NO. 2)**

***This summary should be no more than three (3), front and back, pages.*** Include Form No. 2, Qualification Application and Questionnaire. The proposing firm must provide information indicative of experience on other projects of similar complexity that demonstrate successful and reliable experience in past performance within the last seven (7) years as related to this Proposal.

**TAB 3 – LETTERS OF REFERENCE (FORM NO. 3)**

Include three reference letters from similarly situated communities or local governments dated 2016 or later. Letters must be on the entities letterhead and signed by an authorized official and include a brief description of the project and results, date of the project and name of contact person, e-mail, and phone number.

**TAB 4 – COST PROPOSAL**

Each Proposer must complete and submit the Cost Proposal at a line-item level. The proposer shall include the proposal on company letterhead. The proposal shall include a visual design that includes dimensions and all the requirements set in the scope of work.

**TAB 8 – REQUIRED FORMS DOCUMENTS AND CERTIFICATIONS**

The following forms must be fully filled out and signed by a person with authority to bind the



Proposer:

Form No. 4	Indemnification and Hold Harmless Statement
Form No. 5	Public Entity Crimes Sworn Statement
Form No. 6	Equal Employment Opportunity/Affirmative Action Statement
Form No. 7	Drug Free Workplace Certification
Form No. 8	Conflicts of Interest Disclosure Form No. 9 Non-Collusion Affidavit
Form No. 10	Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
Form No. 11	List of Proposed Sub-Contractors
Form No. 12	Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
Form No. 13	E-Verify Certification Form No. 14 Insurance Certification
Form No. 15	Comments on Proposed Contract
Form No. 16	System for Award Management Form
Form No. 17	Byrd Anti-Lobbying Amendment Form
Form No. 18	Anti-Human Trafficking Affidavit

**Please note any concerns with the proposed contract on Form No. 15.** Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County's acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form **WILL NOT** be considered. Please indicate NONE or Not Applicable (N/A) if there are no comments on the proposed contract documents.

## **SECTION 5.0 PROPOSAL OPENING**

All Proposals will be opened on the date and time indicated in **Section 1.0, Schedule of Events** (i.e., date Proposals are due) or as modified by Addendum.

## **SECTION 6.0 EVALUTION OF PROPOSALS AND SELECTION PROCESS**

- 6.1 Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Manager.
- 6.2 The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.

- 6.3 More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.
- 6.4 The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.
- 6.5 In ranking Proposals the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award to more than one Proposer.
- 6.6 The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

CRITERIA	Score
1. Professional Qualifications/Experience	35
2. Pricing	25
3. References on Recent Projects of similar size and scope	15
4. Past Project Performance	15
5. Central Offices Located within 50 miles	5
6. Oral Presentations, if required	5
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b> <b>(95 without Oral Presentations)</b>

- 6.7 Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFP beyond consideration of the written response to this RFP. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of interviews and/or oral presentations.
- 6.8 The Proposals deemed best by the selection committee shall be presented by the County Manager in the form of an Agenda Request to the Jefferson County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Manager.

## **SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION**

- 7.1 The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Proposer to accept this obligation may result in the cancellation of the award.
- 7.2 The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Jefferson County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.
- 7.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Proposers at its discretion.
- 7.4 The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the award for 72 hours, the Successful Proposer will be required to enter into the Contract with the County.

## **SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)**

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- 8.2 Florida Public Records Law and Confidentiality
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- 8.5 Contract
- 8.6 Term of the Contract and Termination
- 8.7 Insurance Requirements and Bond Requirements
- 8.8 Non-Appropriation of Funds

### **8.1 Definitions**

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

***Award*** means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

**County** means the Jefferson Board of County Commissioners (BOCC) and its employees.

**Contract** means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the “Parties”), a draft Contract is attached hereto as Appendix B and incorporated herein.

**Contractor** refers to a successful Proposer who shall enter into a Contract with the County.

**RFP** means this document, its attachments and any document hereinafter incorporated by reference.

**Proposer** means any firm, individual or organization submitting a Proposal in response to this RFP.

**Successful Proposer** means a Proposer who is Awarded a Contract as result of the Proposal submitted in response to this RFP.

**Proposal Bond** means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount of the Proposal.

**Payment Bond** means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

**Performance Bond** means a bond to assure satisfactory performance of the terms of the contract.

**Work or SOW** means the scope of work and/or services.

## **8.2 Florida Public Records Law and Confidentiality**

- 8.2.1. By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2 Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

- 8.2.3 Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 8.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

### **8.3 Procurement Challenges**

Any Proposer who desires to formally protest shall follow the procedures outlined in Jefferson County Ordinance No. 22-11032022-04 Section 2.5(g), entitled Procurement Challenge, which is incorporated herein by this reference.

### **8.4 Construction and Venue**

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addendums and attachments
- c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Jefferson County, Florida, United States.

### **8.5 Contract**

- 8.5.1 The Successful Proposer will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and

conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.

- 8.5.2 Any exceptions to the proposed Contract must be noted in proposal response in Form No. 2 – Comments on Proposed Contract. The County is under no obligation to modify the proposed Contract to conform to the Successful Proposer’s Contract exceptions. Contingent Proposals will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Proposer must provide this information to the County at the time of submission of technical questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Proposer’s exception and modification are rejected by the County during the technical question portion of the Proposal process and the Proposer later submits a Proposal, Proposer shall be deemed to have accepted this Contract provision.

#### **8.6 Term of the Contract and Termination**

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

#### **8.7 Insurance Requirements and Bond Requirements**

- 8.7.1 Insurance Verification Requirements – See Appendix B, Section 4.

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

- |    |                          |   |
|----|--------------------------|---|
| 1. | Worker’s Compensation    |   |
|    | 1.) State                | Statutory   |
|    | 2.) Employer’s Liability | \$100,000 each accident<br>\$500,000 policy aggregate |
| 2. | Business Automobile      | \$1,000,000 each occurrence                           |

	(A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000.00

This Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the County. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

8.7.2 Bond Requirements – there are no bonding requirements.

## **8.8 Non-Appropriation of Funds**

In the event no funds or insufficient funds are appropriated and budgeted by the County or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the County shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the County of any kind whatsoever. County will immediately notify the Contractor or its assignee of such occurrence. In the event of such termination, the County agrees to peaceably surrender possession of the equipment to the Contractor or its assignee on the date of such termination to the extent that such equipment has not been paid for by the County. The Contractor will be responsible for packing all equipment and any freight charges.

The County will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Contractor shall covenant and agree to indemnify and hold County harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise agreed to by the County in the equipment Contract and which is incurred and arises upon a failure of the County to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.