

**RFP 2025-14 SHIP Administrative Services
INSTRUCTIONS TO PROPOSERS**

Instructions to Proposers

Proposers interested in the Work are instructed to submit three (3) original hard copy and one (1) electronic copy (USB flash drive) of its complete proposal in accordance with this RFP, no later than **December 15, 2025, at 3:00 PM., Eastern Time** unless otherwise changed through an addendum to this RFP, to the County Manager's Office at 445 W. Palmer Mill Rd. Monticello, FL 32344. Proposals received after this date and time will not be considered and will be returned unopened. The USB flash drive will not be returned. Cost proposal must be submitted separately.

All Proposals and all attachments must be bound and delivered **SEALED** to the County at the address shown below no later than the time and date set for receipt of Bids. Deliver OR mail the Bid in a sealed envelope/package to:

**JEFFERSON COUNTY MANAGER'S OFFICE
ATTN: RFP # 2025-14
SHANNON METTY
445 W. Palmer Mill Rd
MONTICELLO, FL 32344**

The front lower left corner of each **SEALED** envelope/package must contain the following information for proper identification:

SHIP Administrative Services RFP # 2025-14 Attention: Shannon Metty DUE NO LATER THAN: December 15, 2025, at 3:00 PM, EST

1. Include name and address of Proposer on each sealed envelope/package.
2. If Proposal is contained in multiple packages, number each sealed package sequentially, i.e., "1 of 3", "2 of 3", "3 of 3".
3. Cost proposal envelope/package must be labeled in the same manner as above and clearly identified as such, in a separate sealed envelope/package.

All Proposals received will be recorded and date stamped at the Jefferson County office located at 445 W. Palmer Mill Rd., Monticello, FL 32344.

Submission of Proposals by fax or other electronic means will not be accepted. Any proposals received after the stated time and date will not be considered. Late proposals will not be opened at the public opening. Arrangements may be made for the unopened proposals to be returned at the Proposer's request and expense.

Proposals may be withdrawn or modified only by written notification from the Proposer prior to the time fixed for the opening of Proposals. Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

**RFP 2025-14 SHIP Administrative Services
INSTRUCTIONS TO PROPOSERS**

Proposal Must Address:

The Proposal must address the requirements in a clear and concise manner in the order stated herein. Proposals must be divided as described below and must include the information/documents specified in the applicable divider. 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 RFQ requirements.

PROPOSAL CONSTRUCTION

Proposer will construct its Proposal in the following format as outlined and a divider must separate each section as prescribed.

TAB 1 – PROPOSAL TRANSMITTAL FORM ON THE FIRMS LETTERHEAD (FORM 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, exclusive of Form No. 2. 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. Include a list of current clients and the allocated staff members associated with each client.

This Summary should demonstrate experience in Lobbying Services. Further, the Summary should demonstrate that the Proposer has the ability to meet workload and time requirements.

**RFP 2025-14 SHIP Administrative Services
INSTRUCTIONS TO PROPOSERS**

TAB 3 – LETTERS OF REFERENCE (FORM 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

Include an annual lump sum based to perform the Scope of Work, as described in Section 3.1. of the RFP.

TAB 5 – APPROACH

Include a detailed description of how your organization will approach the services being requested

TAB 6 – 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. 1 | Proposal Transmittal Form |
| Form No. 2 | Qualifications Application and Questionnaire |
| Form No. 3 | References |
| 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 |
| Form No. 19 | Local Preference Form |

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.

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS



**REQUEST FOR PROPOSALS (RFP) FOR
SHIP ADMINISTRATIVE SERVICES
RFP 2025-14**

RFP ADVERTISE DATE: November 15, 2025

RFP RELEASE DATE: November 15, 2025

RESPONSES DUE DATE AND TIME: December 15, 2025 @ 3:00 P.M.

MAIL OR DELIVER RESPONSES TO:

(*hand-delivery or express mail services*) Jefferson County Board of County Commissioners

ATTN: RFP 2025-14

445 W. Palmer Mill Rd. Monticello, FL 32344

Contact:

COUNTY MANAGER'S OFFICE

Shannon Metty

445 W. Palmer Mill Rd. Monticello, FL 32344

850-342-0223

smetty@jeffersoncountyfl.gov

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- A. Legal Advertisement
- B. Draft Contract Agreement
- C. Jefferson County LHAP

INTENT AND GENERAL INFORMATION

Jefferson County Board of County Commissioners through Request for Proposals No. 2025-14, is soliciting sealed proposals for State Housing Initiative Partnership (SHIP) Administrative Services, including annual review, revision and implementation of the Jefferson County Local Housing Assistance Plan (LHAP) as well as seeking and leveraging other housing funds that may be available. Submittals shall be designed to portray the proposing firm's complete range of services which may benefit the County.

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 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 **three (3) original hard copy and one (1) electronic copy** (USB flash drive) of its **complete** Proposal in accordance with this RFP, no later than **December 15, 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).

<i>Event</i>	<i>Date/Time</i>
Proposal Advertisement Date	November 15, 2025
Release of Request for Proposals	November 15, 2025
Questions Due from Prospective Bidder	November 25, 2025
Responses to questions due	December 5, 2025
PROPOSALS DUE TO BOCC	December 15, 2025 @ 3:00 P.M.
Bid Opening Date	December 15, 2025 @ 3:05 P.M.
Oral Presentations (if needed)	TBD
Posting of Intended Award	December 15, 2025
Board Consideration of Intended Award	December 18, 2025
Posting of Notice of Award	December 18, 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 smetty@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 **November 15, 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 The County is requesting sealed proposals from qualified consulting firms or individuals for the provision of SHIP Administrative Services, including annual review, revision and implementation of the Jefferson County Local Housing Assistance Plan (LHAP) as well as seeking and leveraging other housing funds that may be available. The current Jefferson County LHAP is attached hereto as Appendix C.

Services shall include all activity necessary to run the SHIP program and inspections in Jefferson County beginning with services for the Fiscal Year 2024-2025, which services shall include but not be limited to:

- Developing annual and other required agency reports
- Coordinating with Florida Housing Finance Corporation
- Review and update required local policies and assisting with development of LHAP strategies
- Tracking SHIP funds
- Providing technical support on an ongoing basis to County Staff for compliance with SHIP rules and guidelines
- Preparation of agenda materials for all SHIP-related activities requiring Board of County Commissioner approval or action
- Providing technical support and quality review of any applicant intake
- Coordinating and conducting any required public input including affordable housing committee meetings

- Regular meetings with County staff to review progress and advise
- Developing any needed SHIP contract modifications
- Reviewing and making recommendations on any SHIP sub-recipient contracts including enforcement of SHIP requirements
- Assisting staff with the development of any notices or forms for use with the SHIP program
- Tracking and advising County staff on the management and use of recaptured funds (Program Income) and providing similar assistance on leverage funds such as Hurricane Housing Recovery funds (does not include any Community Development Block Grant Funds/CDBG or other grant funds under separate program service contract)
- Monitor all project activity to ensure compliance
- Project inspections
- Development of scopes of work with homeowners
- Creation of program contract/agreement documents for homeowners
- Approval of project invoices
- Review final change orders, pay requests, construction documents, and amendments for compliance, as needed
- Review leveraging opportunities/other possible source of financing
- Representation during site visits and monitoring
- Develop project information management and filing system
- Develop project financial management system for receiving and disbursing funds
- Develop work plans for project contract document
- Preparation of project contract document
- Develop and track budget for project contract
- Oversight of project schedule and compliance
- Coordination with agencies and contracts, as necessary
- Review bid documents and contract documents for compliance with County Code and relevant law
- Conduct pre-construction conference
- Monitor contractor and construction specialist progress
- Conduct preliminary inspections and work write-ups
- Conduct construction progress inspections
- Facilitating and coordinating pre-bid meetings with contractors
- Preparing client contract documents
- And assisting with contract signing meetings with clients and staff
- Liaison between homeowners and contractors
- Monitoring of projects as they go through the rehabilitation process
- Supervision of payment authorizations
- Develop and process contract amendments, as needed
- Provide all other necessary technical assistance to operate SHIP Program in Jefferson County
- Balance final project budget for state annual reporting
- Prepare documents for administrative/financial close-out

The budget for administrative services is no more than 10% of the annual SHIP funding or \$35,000.00 each fiscal year, whichever is greater. Payment is contingent upon Jefferson County's receipt of SHIP funding.

3.2 Qualified firms wishing to respond to the RFP must directly provide all services described in this document.

3.3 **Personnel.** The successful proposer will appoint one of their employees as the key contact for approval by the County's Project Manager.

3.4 **Term.** The initial term of this agreement shall be for a period of one (1) year and shall be subject to up to four (4) renewal terms of one (1) year each.

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, exclusive of Form No. 2. 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. Include a list of current clients and the allocated staff members associated with each client.

This Summary should demonstrate experience in SHIP Administrative Services. Further, the Summary should demonstrate that the Proposer has the ability to meet workload and time requirements.

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

Include an annual lump sum based to perform the Scope of Work, as described in Section 3.1. of the RFP.

TAB 5 – 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
Form No. 19	Local Preference Form

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 designated 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	50
2. Quality of References	20
3. Cost Proposal	20
4. Oral Presentations, if applicable	5
5. Local Preference	5
TOTAL POSSIBLE POINTS	100 (95 without Oral Presentations)

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)

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 Section 2.5(g) of the Jefferson County Code of Ordinances, 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
\$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.

LEGAL ADVERTISEMENT

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR

PROPOSALS 2025-14

FOR:

SHIP Administrative Services Advertisement Begin Date: November 15, 2025

Bids Due Date/Time: December 15, 2025, at 3:00 p.m. EST

The Jefferson County Board of County Commissioners ("County") is soliciting proposals for SHIP Administrative Services, including annual review, revision and implementation of the Jefferson County Local Housing Assistance Plan (LHAP) as well as seeking and leveraging other housing funds that may be available.. Submittals shall be designed to portray the proposing firm's complete range of services which may benefit the County.

If you are interested in submitting a proposal, you must obtain the complete solicitation package, which contains additional information regarding this solicitation and instructions related to submitting a bid, from the Jefferson County website at www.jeffersoncountyfl.gov or by contacting the County Manager's Office at:

Shannon Metty smetty@jeffersoncountyfl.gov (850) 342-0223

All inquiries and requests for clarification concerning the solicitation shall be submitted in writing and in accordance with the solicitation. Verbal clarifications will not be provided.

The County reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. The County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the County Manager's Office at (850) 342-0223 at least five (5) 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 via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

CONTINUING SERVICES AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2016, between JEFFERSON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 435 West Walnut Street, Monticello, Florida 32344, hereinafter referred to as COUNTY, and _____ a _____, headquartered at _____, hereinafter referred to as CONTRACTOR, and whose Federal Employer Identification Number is _____.

WHEREAS, COUNTY requires certain professional services in connection with the ongoing provision of _____; and

WHEREAS, COUNTY issued Invitation to Bid # _____ on _____ seeking interested firms for the provision of _____, which is included by reference as to the scope of services contained therein; and

WHEREAS, CONTRACTOR was selected pursuant to this ITB # _____, which response is hereby incorporated herein by reference, and represents it is capable and prepared to provide such Services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term.

1.1 This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners.

1.2 The term of this Agreement shall commence on _____ and continue until _____, unless otherwise terminated as provided herein.

1.3 [INSERT ANY RENEWALS]

2.0 Scope of Services, Performance Schedule.

2.1 CONTRACTOR shall perform the following services: [insert scope of services, performance schedule as applicable]

2.2 CONTRACTOR shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement ("SA") and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution after approval by the Board.

2.3 The CONTRACTOR is not authorized to provide services or materials to the COUNTY or undertake any project or work provided for in this Agreement prior to the COUNTY having first issued a Purchase Order ("PO") or Notice to Proceed. CONTRACTOR recognizes that the COUNTY may employ several different CONTRACTORS to perform the work described and that the CONTRACTOR has not been employed as the exclusive agent to perform any such services.

2.4 When the CONTRACTOR and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the CONTRACTOR and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation.

3.1 General.

3.1.1 COUNTY shall pay CONTRACTOR in accordance with the following Project Fee schedule: insert fee schedule.

3.1.2 Invoices must reference the applicable Contract and PO number and should further include CONTRACTOR's name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable.

3.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

County Manager or Designee
Jefferson County
1484 S. Jefferson Street
Monticello, FL 32344
Phone: (850) 342-0287
Fax: N/A
smetty@jeffersoncountyfl.gov

3.1.4 In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

3.1.5 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONTRACTOR will submit an acceptance document to the COUNTY for approval.

3.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONTRACTOR to County Clerk's satisfaction.

3.1.7 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursables.

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement, if any, shall include copies of paid receipts, invoices or other documentation acceptable to the County Clerk. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with this Agreement (including any applicable SA), and include:

Overnight Deliveries

Reproduction

Sub-Contractor

Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Jefferson County)

[MODIFY LIST AS NEEDED – FOR A LUMP SUM THERE WILL NOT BE ANY]

3.2.3 Mileage shall be reimbursed in accordance with Section 112.061, F.S., and COUNTY policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Jefferson County to the Jefferson County line). [MODIFY AS NEEDED – FOR MOST WE WILL NOT INCLUDE THIS]

3.2.4 All Reimbursable Expenses, including subcontractors, shall be reimbursed at cost.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.

3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the COUNTY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the _____ offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.7 CONTRACTOR shall maintain a current inventory of all such assets.

4.0 Insurance

4.1 General Provisions

4.1.1 CONTRACTOR shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no

termination, non-renewal, modification, or expiration of such coverage without thirty (30) days prior written notice to the COUNTY.

4.1.2 The COUNTY shall be named as an additional insured on all CONTRACTOR policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Jefferson County. All such policies shall be endorsed to provide defense coverage obligations. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONTRACTOR's self-insured retention or deductible per line of coverage shall not exceed \$10,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by the CONTRACTOR to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONTRACTOR, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONTRACTOR's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONTRACTOR of its obligation to obtain insurance.

4.1.6 The CONTRACTOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONTRACTOR's sub-contractors shall be required to include COUNTY and CONTRACTOR as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subcontractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the COUNTY for any claim in excess of the subcontractors' insurance coverage.

4.1.9 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

[LIMITS AND TYPES SPECIFIED BELOW WILL VARY DEPENDING ON THE CONTRACT AND NEED TO COME FROM RISK MANAGEMENT]

4.2 Comprehensive Automobile Liability Insurance. In the event CONTRACTOR travels in furtherance of the performance of the services required in this Agreement, CONTRACTOR shall obtain comprehensive automobile liability insurance with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following

form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. \$1,000,000.00 for design errors and omissions, exclusive of defense costs. CONTRACTOR shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The COUNTY may require the CONTRACTOR to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. CONTRACTOR shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CONTRACTOR Service Agreement for the project.

4.7 Workers' Compensation. The CONTRACTOR shall provide, pay for, and maintain workers' compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care.

5.1 CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification.

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONTRACTOR agree to allocate such liabilities in accordance with this Section.

6.1.1 CONTRACTOR shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONTRACTOR to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONTRACTOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONTRACTOR's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONTRACTOR, its sub-CONTRACTORS, agents,

employees and invitees; provided, however, that CONTRACTOR shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.

6.1.2 COUNTY review, comment and observation of the CONTRACTOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.1.3 CONTRACTOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CONTRACTOR's performance of this Agreement and its work product(s).

6.2 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONTRACTOR shall work closely with COUNTY in performing Services under this Agreement.

7.4 The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice. The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws. In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting.

10.1 The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the

CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

11.0 Federal and State Taxes. The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONTRACTOR be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes. The CONTRACTOR understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONTRACTOR, relating to conviction for a public entity crime.

13.0 COUNTY's Responsibilities. COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONTRACTOR, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

14.0 Termination of Agreement.

14.1 This Agreement may be terminated by the CONTRACTOR upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONTRACTOR. **[THIS MAY BE MODIFIED DEPENDING ON THE CONTRACT]**

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONTRACTOR.

14.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONTRACTOR shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure).

15.1 Neither the COUNTY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Jefferson County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

17.0 Non-Discrimination. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver. A waiver by either COUNTY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability.

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement.

20.1 The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONTRACTOR pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification. The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns.

22.1 COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONTRACTOR shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Jefferson County Board of County Commissioners by executed amendment.

23.0 Contingent Fees. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents.

25.1 CONTRACTOR shall be required to cooperate with the COUNTY and other CONTRACTORS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONTRACTOR is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONTRACTOR.

25.2 CONTRACTOR shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the COUNTY in order to perform the Scope of Services described herein.

25.2.2. Upon request from the County provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

25.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the CONTRACTOR does not transfer all records to the COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

25.2.5. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when requested, the CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [INSERT TELEPHONE, EMAIL AND MAILING ADDRESS OF COUNTY CUSTODIAN].

26.0 Access and Audits.

26.1 CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONTRACTOR's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the County Clerk or Auditor to the Jefferson County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONTRACTOR, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice.

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: [TO COME]

As to CONTRACTOR: [TO COME]

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and COUNTY.

28.0 Service of Process.

As to County: Chairman of the Board of County Commissioners
Jefferson County Florida
435 West Walnut Street
Monticello, Florida 32344

As to CONTRACTOR: [TO COME]

29.0 Contract Administration

29.1 Services of CONTRACTOR shall be under the general direction of the Jefferson County _____ Director, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONTRACTOR shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONTRACTOR at COUNTY's request shall remove without consequence to the COUNTY any subcontractor or employee of the CONTRACTOR and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

31.0. Appropriations.

31.1 CONTRACTOR acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

31.2 CONTRACTOR acknowledges that all funding for the Services outlined in Section 2.0 hereto is provided by a grant awarded to Jefferson County through _____ and as such, all payments due to CONSULATANT are dependent and contingent on the COUNTY's receipt of grant reimbursements from the _____ pursuant to the grant. [DELETE IF NOT APPLICABLE]

32.0 Liquidated Damages. The parties hereto agree that liquidated damages will be assessed against the CONTRACTOR for CONTRACTOR's failure to meet the final deliverable date in the performance schedule in Section 2.0 of this Agreement at a rate of _____ per day.

33.0 Grant Conditions.

33.1 [INSERT ANY]

34.0 E-Verify and State Provisions

34.1. Consultant certifies that Consultant complies with the following enrollment and verification requirement as set forth in this Article. If the Consultant is not enrolled as a Federal Consultant in E-Verify at time of contract award, the Consultant shall-

34.1.1. Enroll. Enroll as a Federal Consultant in the E-Verify Program within thirty (30) calendar days of contract award;

34.1.2. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Consultant, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see section 17.3 of this Article); and,

34.1.3. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see section 17.4 of this Article)

34.2. If the Consultant is enrolled as a Federal Consultant in E-Verify at time of contract award, the Consultant shall use E-Verify to initiate verification of employment eligibility of the following:

34.2.1. All new employees enrolled ninety (90) calendar days or more. The Consultant shall initiate verification of all new hires of the Consultant, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

34.2.2. All new employees enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Consultant in E-Verify, the Consultant shall initiate verification of all new hires of the Consultant, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see section 17.3 of this Article); or

34.2.3. Employees assigned to the contract. For each employee assigned to the contract, the Consultant shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see section 17.4 of this Article).

34.3. If the Consultant is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Consultant may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Consultant shall follow the applicable verification requirements of section 17.1 or 17.2, respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

34.4. Option to verify employment eligibility of all employees. The Consultant may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Consultant shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

34.4.1. Enrollment in the E-Verify program; or

34.4.2. Notification to E-Verify Operations of the Consultant's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

34.5. The Consultant shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

34.5.1. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Consultant's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Consultant, will be referred to a suspension or debarment official.

34.5.2. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Consultant is excused from its obligations under this Article. If the suspension or debarment official determines not to suspend or debar the Consultant, then the Consultant must reenroll in E-Verify.

34.5.3. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

34.5.4. Individuals previously verified. The Consultant is not required by this clause to perform additional employment verification using E-Verify for any employee-

(a) Whose employment eligibility was previously verified by the Consultant through the E-Verify program;

(b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Consultants.

34.6. Subcontracts. The Consultant shall include the requirements of this Article, including this section appropriately modified for identification of the parties in each subcontract that:

34.6.1. Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

34.6.2. Has a value of more than \$3,500; and includes work performed in the United States; and

34.6.3. Includes work performed in the United States.

34.7. United States-Produced Iron And Steel (Section 255.0993, Fla. Stat.). Any iron or steel product permanently incorporated into the project must be produced in the United States.

34.8. Human Trafficking. As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the Consultant must attest under the penalty of perjury that Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is set forth in Exhibit A.

34.9. Countries of Foreign Concern. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country

of concern. The required affidavit, which must be signed by a duly authorized officer or representative of Consultant, is attached hereto as Exhibit B.

34.10 Scrutinized Companies. Contractor certifies that it is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat. In addition, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, Contractor understands that this reference allows for termination of this Agreement, at the option of the County, if Contractor is found to have submitted a false certification.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

(Signature Page Follows)

JEFFERSON COUNTY,
a political subdivision of the State of Florida

Attest:

Trey Hightower, Ex Officio
Clerk to the Board

Chairman
Board of County Commissioners

Date Approved by Board: _____

Reviewed as to form:

Evan J. Rosenthal, Esq.

Attest:

CONTRACTOR
a _____ Corporation

By: _____
Corporate Secretary

[Print Name]

[Print Name]

DATE: _____

[Title]

DATE: _____

SEAL

Exhibit A

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Jefferson County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title)
on behalf of _____ (insert entity name) under penalty of perjury
hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.

3. More particularly, _____ (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;

b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;

c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;

d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

e. Causing or threatening to cause financial harm to any person;

f. Enticing or luring any person by fraud or deceit; or

g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:

Title: _____

Nongovernmental entity: _____

Date: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me _____ in person or _____ remote notarization by
_____ as _____ on behalf of
_____, who is personally known to me or who produced
_____ as identification this _____ day of _____, 202____.

(Notary Seal)

Notary Public

Exhibit B

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Jefferson County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

I _____ (insert name) as _____ (insert title)
on behalf of _____ (insert entity name) under penalty of perjury
hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. I certify that _____ (insert entity name)
("Vendor"):
 - a. Is not owned by the government of a foreign country of concern;
 - b. A government of a foreign country of concern does not have a controlling interest in Vendor; and
 - c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:

Title: _____

Nongovernmental entity: _____

Date: _____

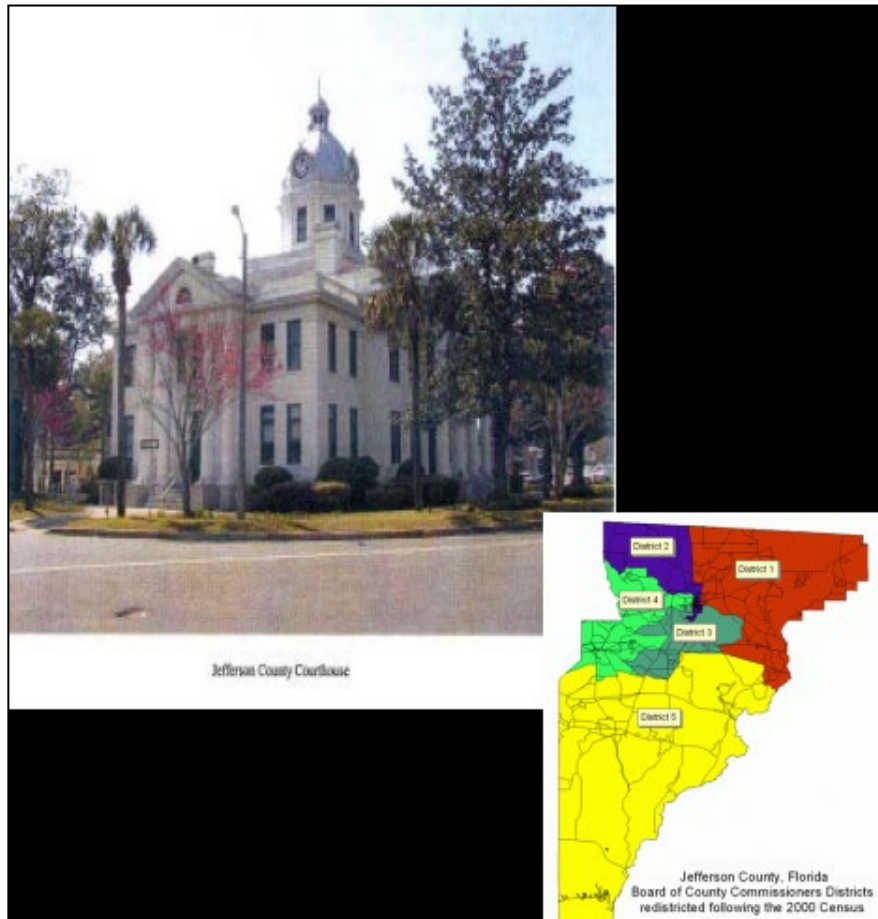
STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me _____ in person or _____ remote notarization by
_____ as _____ on behalf of
_____, who is personally known to me or who
produced _____ as identification this _____ day of
_____, 202_____.

Notary Public

(Notary Seal)

JEFFERSON COUNTY



SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2021-2022, and 2022-2023, 2023-2024

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A. Administrative Budget for Each Fiscal Year Covered in the Plan. B. Timeline for Estimated Encumbrance and Expenditure. C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan. D. Signed LHAP Certification. E. Signed, Dated, Witnessed or Attested Adopting Resolution. F. Ordinance: N/A G. Interlocal Agreement: N/A H. Other Documents Incorporated by Reference	

Section I. Program Details

A. Name of the participating local government: Jefferson County

Is there an Interlocal Agreement: No

B. Purpose of the program:

1. To meet the housing needs of the very low, low and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2021-2022, and 2022-2023, 2023-2024

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face or virtual meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan.

Priorities for funding described here apply to all strategies unless otherwise stated in the strategy:

The County will accept applications during the advertised "Application Period" which will be minimum of 30 days. From the end of the application period, applicants will have 30 days to submit all



required documentation in order to be deemed eligible. Applications will be placed in order of receipt and separated based on strategy applied for. When funds are available for a particular strategy, the applicants from the waiting list will be contacted to complete/update the application for SHIP assistance. Applicants will be placed in the queue for assistance once they have provided all required documentation and been deemed SHIP eligible.

Once there is a list of eligible applicants, they will be ranked giving first priority to households qualifying as Special Needs households. These applicants will further be ranked with priority given to very-low income, then low, then moderate. The second priority will be to serve Essential Services Personnel (ESP). These applicants will further be ranked with priority given to very-low income, then low, then moderate. After serving enough Special Needs households to meet set-asides and any qualified ESP for the funding year, all applicants deemed eligible will be considered equally with priority given to very-low, then low, then moderate income groups.

Ranking Priority:

1. Special Needs Households
 - a. Very low
 - b. Low
 - c. Moderate
2. Essential Services Personnel
 - a. Very low
 - b. Low
 - c. Moderate
3. After Special Needs Set-asides and ESP goals are met
 - a. Very Low
 - b. Low
 - c. Moderate

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.



“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government		
Third Party Entity/Sub-recipient	Answer Advisory – Administration	10%



- R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*
- S. Project Delivery Costs:** Project Delivery Costs: In addition to the administrative costs listed above, the county will charge a reasonable project delivery cost to cover inspections performed by non-county employees for rehabilitation projects. The fee will not exceed 2% of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.
- T. Essential Service Personnel Definition (ESP):** **ESP includes** teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.
- U. Describe efforts to incorporate Green Building and Energy Saving products and processes:**
1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
 2. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - a. Toilets: 1.23 gallons/flush or less,
 - b. Faucets: 1.5 gallons/minute or less,
 - c. Showerheads: 2.0 gallons/minute or less;
 3. Energy Star qualified refrigerator;
 4. Energy Star qualified dishwasher, if provided;
 5. Energy Star qualified washing machine, if provided in units;
 6. Energy Star qualified exhaust fans in all bathrooms; and
 7. Air conditioning: Minimum SEER of 15. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 SEER.
- V. Describe efforts to meet the 20% Special Needs set-aside:** The county will partner with social service agencies serving the designated special needs populations to achieve the goal of the special needs set-aside. The goals will be met through the down payment assistance, owner occupied rehabilitation, demolition/reconstruction, and disaster repair/mitigation strategies.
- W. Describe efforts to reduce homelessness:** The county will offer Down Payment Assistance to homeless persons that are eligible. Will make every effort to contact homeless advocate organizations and make them aware of the program.

Section II. LHAP Strategies:

<i>A. Owner Occupied Rehabilitation</i>	<i>Code 3</i>
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- a. **Summary of Strategy:** SHIP funds will be awarded to households in need of repairs to correct code violations, health and safety issues, electrical, plumbing, roofing, windows and other structural items. Other items may be included on rehabilitation projects if funds are available after completing all required repairs listed above.
- b. **Fiscal Years Covered:** 2021-2022, and 2022-2023, 2023-2024
- c. **Income Categories to be Served:** Very-Low, Low
- d. **Maximum Award:** \$70,000
- e. **Terms:**
 1. Repayment Loan/Deferred Loan/Grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 2. Interest Rate: 0%
 3. Years in Loan Term: 10 years
 4. Forgiveness: Loan is forgiven on a prorated basis so that 10% of the principal is forgiven annually.
 5. Repayment: Not required as long as the loan is in good standing.
 6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
- f. **Recipient Selection Criteria:** Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.
- g. **Sponsor/Developer Selection Criteria:** N/A
- h. **Additional Information:**
 1. Eligible applicants must claim homestead exemption



2. Property must be owner-occupied with clear title to ownership. Life estates are not sufficient to establish ownership without the consent of other fee simple owners.
 3. All work will be performed by contractors awarded through a formal competitive Request for Proposal (RFP) or Invitation to Bid (ITB) procurement process. Bids that exceed the maximum award amount will be presented before the Board of County Commissioners for approval.
 4. Applicants are limited to one-time assistance under the SHIP program with the exception of those applying for disaster assistance.
 5. Applicants that have a recorded lien in favor of the County will have 30 days to submit proof that the lien has been cleared.
 6. Mobile homes are not eligible for rehabilitation assistance.
- i. **Subordination Policy:** County will consider subordinating the mortgage only for the applicant receiving a mortgage that reduces the monthly payment. No cash outs and no additional loan proceeds going to other parties.

B. Purchase Assistance	Code 1, 2
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- a. **Summary of Strategy:** SHIP funds will be awarded for downpayment and closing costs to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- b. **Fiscal Years Covered:** 2021-2022, and 2022-2023, 2023-2024
- c. **Income Categories to be Served:** Very-low, low and moderate
- d. **Maximum Award:** Very Low: \$15,000
Low: \$15,000
Moderate: \$10,000

e. **Terms:**

1. Repayment Loan/Deferred Loan/Grant: Funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%



3. Years in Loan Term: 5 years
4. Forgiveness: the funds will be forgiven on a prorated basis so that 20% of the principal is forgiven annually.
5. Default: The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

- f. **Recipient Selection Criteria:** Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.
- g. **Sponsor/Developer Selection Criteria:** N/A
- h. **Additional Information:**
 1. Applicants must secure a first mortgage by an approved lender.
 2. Applicants are limited to one-time assistance under the SHIP program with the exception of those applying for disaster assistance.
 3. Applicants that have a recorded lien in favor of the County will have 30 days to submit proof that the lien has been cleared.
 4. Mobile homes are not eligible for purchase assistance.
- i. **Subordination Policy:** County will consider subordinating the mortgage only for the applicant receiving a mortgage that reduces the monthly payment. No cash outs and no additional loan proceeds going to other parties.

C. Disaster Mitigation	Code 5
------------------------	--------

- a. **Summary of Strategy:** Funds will be awarded to applicants in need of home repairs directly caused by a disaster that is declared by an Executive Order of the President or Governor. Repairs will be prioritized as follows:
 1. Immediate threats to health and life safety (sewage, damaged windows, roofing) in cases where the home is still habitable.
 2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where

the home is still habitable.

3. Repairs necessary to make the home habitable.
 4. Repairs to mitigate dangerous situations (exposed wires)
- b. **Fiscal Years Covered:** 2021-2022, and 2022-2023, 2023-2024
- c. **Income Categories to be Served:** Very-Low, Low and Moderate
- d. **Maximum Award:** \$5,000
- e. **Terms:**
1. Repayment Loan/Deferred Loan/Grant: Funds will be awarded as a grant with no recapture terms.
 2. Interest Rate: N/A
 3. Years in Loan Term: N/A
 4. Forgiveness: N/A
 5. Repayment: N/A
 6. Default: N/A
- f. **Recipient Selection Criteria:** Applicants will be assisted on a first-qualified, first-served basis with the following additional requirements:
1. Must provide proof of homeowner's insurance, if uninsured not eligible.
 2. Must file for and use proceeds from insurance as first option.
- g. **Sponsor/Developer Selection Criteria:** N/A
- h. **Additional Information:** Funds for disaster mitigation will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster. Mobile homes are not eligible for disaster/mitigation assistance.

D. Demolition/Reconstruction	Code 4
------------------------------	--------

- a. **Summary of Strategy:** The purpose of this strategy is to assist households whose homes are more than fifty-one percent (51%) structurally unsound as determined by a certified Housing Rehabilitation Inspector or Building Inspector.
- b. **Fiscal Years Covered:** 2021-2022, and 2022-2023, 2023-2024
- c. **Income Categories to be Served:** Very-Low, Low
- d. **Maximum Award:** \$150,000
- e. **Terms:**



1. Repayment Loan/Deferred Loan/Grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in Loan Term: 20 years
4. Forgiveness: Loan is forgiven on a prorated basis so that 5% of the principal is forgiven annually.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. **Recipient Selection Criteria:** Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.
- g. **Sponsor/Developer Selection Criteria:** N/A
- h. **Additional Information:**
 1. Eligible applicants must claim homestead exemption.
 2. Property must be owner-occupied with clear title to ownership. Life estates are not sufficient to establish ownership without the consent of other fee simple owners.
 3. Applicants with existing mortgages or liens against their property are required to obtain consent and joinder from any existing lien/mortgage holders for total rebuild/rehabilitation projects that affect the real property.
 4. All work will be performed by contractors awarded through a formal competitive Request for Proposal (RFP) or Invitation to Bid (ITB) procurement process. Bids that exceed the maximum award amount will be presented before the Board of County Commissioners for approval..
 5. Applicants are limited to one-time assistance under the SHIP program with the exception of those applying for disaster assistance.
 6. Only mobile homes are eligible for demolition/reconstruction assistance; replacement with a site built home only.



- i. **Subordination Policy:** County will consider subordinating the mortgage only for the applicant receiving a mortgage that reduces the monthly payment. No cash outs and no additional loan proceeds going to other parties.

Section III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

When contractors apply for a permit for a SHIP related project, the review and processing of that permit is given priority over other permits. It is moved to the front of the line and processed first.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

The Comprehensive Plan Housing Element is reviewed on a regular schedule and adjusted as necessary to make sure local policies are consistent with maintaining affordability.

Section IV. EXHIBITS

- A. Administrative Budget for Each Fiscal Year Covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, Dated, Witnessed or Attested Adopting Resolution.
- F. Ordinance: N/A
- G. Interlocal Agreement: N/A
- H. Other Documents Incorporated by Reference

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A

Exhibit A (2021)

Jefferson County

Fiscal Year: 2021-2022	
Estimated SHIP Funds for Fiscal Year:	\$ 350,000.00
Salaries and Benefits	\$
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other* - Consultant	\$ 35,000.00
Total	\$ 35,000.00
Admin %	10.00%
	OK
Fiscal Year 2022-2023	
Estimated SHIP Funds for Fiscal Year:	\$ 350,000.00
Salaries and Benefits	\$
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other* - Consultant	\$ 35,000.00
Total	\$ 35,000.00
Admin %	10.00%
	OK
Fiscal Year 2023-2024	
Estimated SHIP Funds for Fiscal Year:	\$ 350,000.00
Salaries and Benefits	\$
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other* - Consultant	\$ 35,000.00
Total	\$ 35,000.00
Admin %	10.00%
	OK
*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document. Details:	

[eff. date]

Exhibit B
Timeline for SHIP Expenditures

Jefferson County affirms that funds allocated for these fiscal years will
(local government)
meet the following deadlines:

Fiscal Year	Encumbered	Expended	1 st Year AR	2 nd Year AR	Closeout AR
2021-2022	6/30/2023	6/30/2024	9/15/2022	9/15/2023	9/15/2024
2022-2023	6/30/2024	6/30/2025	9/15/2023	9/15/2024	9/15/2025
2023-2024	6/30/2025	6/30/2026	9/15/2024	9/15/2025	9/15/2026

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1 st Year AR Not Submitted	2 nd Year AR Not Submitted	Closeout AR Not Submitted
2021-2022	3/30/2023	3/30/2024	6/15/2022	6/15/2023	6/15/2024
2022-2023	3/30/2024	3/30/2025	6/15/2023	6/15/2024	6/15/2025
2023-2024	3/30/2025	3/30/2026	6/15/2024	6/15/2025	6/15/2026

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email terry.auringer@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2021-2022												
Name of Local Government:		Jefferson County										
Estimated Funds (Anticipated allocation only):			\$ 350,000									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
3	Owner Occupied Rehabilitation	Yes	2	\$40,000					\$80,000.00	\$0.00	\$80,000.00	2
2	Purchase Assistance	No	1	\$30,000					\$0.00	\$30,000.00	\$30,000.00	1
4	Demolition/Reconstruction	Yes	2	\$100,000					\$200,000.00	\$0.00	\$200,000.00	2
5	Disaster Mitigation	Yes	1	\$5,000					\$5,000.00	\$0.00	\$5,000.00	1
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		6		0		0		\$285,000.00	\$30,000.00	\$315,000.00	6
Purchase Price Limits:			New	\$ 211,950	Existing	\$ 138,375						

OK

OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
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									\$0.00	\$0.00	\$0.00	0

Set-Asides

Percentage Construction/Rehab (75% requirement)		81.4%	OK
Homeownership % (65% requirement)		100.0%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 285,000	81.4%	OK
Low Income (30% requirement)	\$ 30,000	8.6%	OK
Moderate Income	\$ -	0.0%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2022-2023

Jefferson County

Estimated Funds (Anticipated allocation only):			\$ 350,000									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
3	Owner Occupied Rehabilitation	Yes	2	\$40,000					\$80,000.00	\$0.00	\$80,000.00	2
2	Purchase Assistance	No	1	\$30,000					\$0.00	\$30,000.00	\$30,000.00	1
4	Demolition/Reconstruction	Yes	2	\$100,000					\$200,000.00	\$0.00	\$200,000.00	2
5	Disaster Mitigation	Yes	1	\$5,000					\$5,000.00	\$0.00	\$5,000.00	1
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		6		0		0		\$285,000.00	\$30,000.00	\$315,000.00	6
Purchase Price Limits:			New	\$ 211,950	Existing	\$ 138,375						

[illegible]

Set-Aside:

Percentage Construction/Rehab (75% requirement)		81.4%	OK
Homeownership % (65% requirement)		100.0%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 285,000	81.4%	OK
Low Income (30% requirement)	\$ 30,000	8.6%	OK
Moderate Income	\$ -	0.0%	

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2023-2024												
Name of Local Government:			Jefferson County									
Estimated Funds (Anticipated allocation only):			\$ 350,000									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
2	Purchase Assistance without Rehab	No	1	\$15,000	1	\$15,000			\$0.00	\$30,000.00	\$30,000.00	2
3	Owner Occupied Rehabilitation	Yes	1	\$70,000	1	\$70,000			\$140,000.00	\$0.00	\$140,000.00	2
4	Demolition/Reconstruction	Yes	1	\$150,000					\$150,000.00	\$0.00	\$150,000.00	1
5	Disaster Assistance	Yes							\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		3		2		0		\$290,000.00	\$30,000.00	\$320,000.00	5
Purchase Price Limits:			New	\$ 481,176	Existing	\$ 481,176						

OK

OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees		\$ 35,000		10%		OK					
	Home Ownership Counseling		\$ -									
Total All Funds			\$355,000.00		This total is over the allocation and will require less than the maximum amount be awarded per applicant							

Set-Asides

Percentage Construction/Rehab (75% requirement)		82.9%	OK
Homeownership % (65% requirement)		91.4%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 235,000	67.1%	OK
Low Income (30% requirement)	\$ 85,000	24.3%	OK
Moderate Income	\$ -	0.0%	

CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity:

Jefferson County

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.

- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Shannon Math
Witness

Step Walker
Chief Elected Official or designee

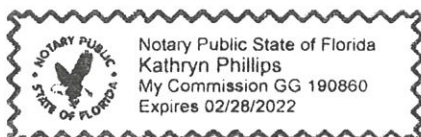
[Signature]
Witness

Stephen Walker, Chair
Type Name and Title

2/18/2021
Date

OR

Kathryn Phillips
Attest:
(Seal)



RESOLUTION #: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS the Economic and Community Development Department has prepared a three-year Local

Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS the County Commission finds that it is in the best interest of the public for the Jefferson County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA that:

Section 1: The BOARD OF COUNTY COMMISSIONERS of JEFFERSON COUNTY hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2021-2022, 2022-2023, 2023-2024.

Section 2: The CHAIRMAN, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 18 DAY OF February, 2021.

Stephen Walker
Stephen Walker, Chairman

(SEAL)
ATTEST: Kirk Reams
Kirk Reams, County Clerk

RFP 2025-14

SHIP ADMINSTRATIVE SERVICES **Required Forms, Documents and Certifications**

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

CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:

Please submit the items on the following list and any other items required by any section of this RFQ. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFQ.

Form No. 1	Proposal Transmittal Form
Form No. 2	Qualifications Application and Questionnaire
Form No. 3	References
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
Form No. 19	Local Preference Form

FORM 1
PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)

The Board of County Commissioners, Jefferson County, reserves the right to accept or reject any and/or all proposals in the best interest of Jefferson County.

Ben White
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

FAX _____

FEID # _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

Addendum #4 dated _____ Initials _____

Addendum #5 dated _____ Initials _____

Addendum #6 dated _____ Initials _____

Attach a copy of the webpage(s) from <http://www.sunbiz.org> here

FORM 2
QUALIFICATION APPLICATION AND QUESTIONNAIRE

All qualification packages must be submitted with the proposal to be considered for qualification. No exceptions.

PURPOSE: To provide Jefferson County with reasonable assurance that the prospective proposer has the financial assets, resources, work force, and work experience to successfully complete the agreement with the County.

FIRM NAME: _____

BUSINESS ADDRESS: _____

CITY – STATE – ZIP _____

PHONE NUMBER: _____

EMAIL: _____

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. What is the firm's current Florida General Business Number?

2. How many years has your organization been in business?

3. Describe and give contact information of current projects that you have underway. Do you have a project(s) underway which might interfere with the start of this work and completion on schedule?

-
4. List projects and provide a brief description that you have completed similar in type, size, and nature as the one proposed. Note: Projects may be larger than this project.

a. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____
Description of Project: _____

b. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____
Description of Project: _____

c. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____
Description of Project: _____

5. List any additional references you would like to include outside of projects similar in scope to this one:

Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____

Address: _____

Name of Project: _____

Owner/Engineer: _____ Telephone No.: _____

Address: _____

Name of Project: _____

Owner/Engineer: _____ Telephone No.: _____

Address: _____

6. List the projects completed within Jefferson County in the past (3) years.

7. Have you ever failed to complete work awarded to you? If so, where and why?

8. List all past project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving your company for the past (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).

9. State the true and exact, correct, and complete name under which you do business.
BIDDER IS:

SOLE PROPRIETORSHIP

_____(SEAL)
(Individuals Signature)

(Individuals Name)

Florida Business License No. and Expiration Date _____

Business Address: _____

Phone No.: _____

A PARTNERSHIP

_____(SEAL)
(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Florida Business License No. and Expiration Date _____

Business Address: _____

Phone No.: _____

A CORPORATION

_____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____ (Name of person authorized to sign)

(Title)

(Authorized Signature)

Florida Business License Number and Expiration Date _____
(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

10. LIST ALL PRINCIPALS OF ORGANIZATION: (President, Vice-President, Secretary-Treasurer, Partner, etc.)

Signature and Title of Person Submitting Application

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

_____, as _____ of _____ on
(Name) (Title) (Company)

behalf of the company. He/she is personally known to me or has produced _____
(DL or ID Number)
as identification.

(Signature of Notary) Notary Public, State of _____

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Commission No.: _____ My Commission Expires: _____

**Form No. 3
REFERENCE FORM**

Proposer Name: _____

Proposers are required to submit with their Proposals three (3) letter of reference, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The Board of County Commissioner/COUNTY reserves the right to contact all references during this RFQ and make a responsibility determination, not subject to review or challenge.

FORMER CLIENTS and Project Description	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Authorized Signature: _____

Name: _____

Title: _____

FORM No. 4
INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this CONTRACT.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

FORM 5
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Jefferson County Board of County Commissioners

By : _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is . _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

_____ .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2023.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed,
typed, or stamped commissioned name of notary public

Form No. 6
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Consultant and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The Consultant agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

FORM 7
DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

FORM 8
CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Jefferson County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Jefferson County:

_____	_____
_____	_____

Name of State Officer or Employee that owns 5% or more in Respondent's firm:

_____	_____
_____	_____

Name

Company

Date

Form No. 9
NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes, and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Jefferson County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a , _____ formed under the laws of _____
(Type of Business) (State or Province)

of which he is . _____
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Jefferson County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____ 2023.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Form 10
ETHICS CLAUSE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

Form 11
LIST OF PROPOSED SUBCONTRACTORS AND SERVICES TO BE PERFORMED

Subcontract 1 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 2 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 3 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 5 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 6 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 7 Name: City/State/Zip Services to Perform and Percentage:

Form 12
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS, PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Consultant/Firm

Address

FORM 13
E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Consultant during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFQ regarding e-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

FORM 14
REQUIRED INSURANCE POLICY ENDORSEMENTS AND DOCUMENTATION

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Jefferson County, Florida, its Officers, employees, and volunteers)
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Jefferson County, Florida, its officers, employees, and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☒ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all the above insurer information is true and correct.

Name _____ Signature _____
Typed or Printed

Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

FORM 15

COMMENTS ON PROPOSED CONTRACT

*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 NA if there are no comments on the proposed contract documents.

<u>Comments on Proposed Contract</u>
Contract Provision at Issue
Objection by Bidder
Suggested Resolution

FORM 16
SYSTEM FOR AWARD MANAGEMENT FORM

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

- (1) The Bidder has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;
- (2) The bidder has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The bidder will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b) (1) By submission of an offer, the bidder acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Bidder shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Bidder’s name and address exactly as stated in the offer. The Bidder also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Bidder is registered in the SAM database.
- (c) If the Bidder does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Bidder should be prepared to provide the following information:
- (1) Company legal business name.
 - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company Physical Street Address, City, State, and Zip Code.
 - (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Bidder does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Bidder.

- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Bidders who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Bidders may obtain information on registration at <https://www.acquisition.gov> .

Bidders SAM information:

Entity Name: _____

Entity Address: _____

Unique Entity ID: _____

CAGE Code: _____

FORM NO. 17

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BID PROPOSAL FORM 18
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Jefferson County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: _____
Title: _____
Nongovernmental entity: _____
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me _____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202____.

Notary Public

(Notary Seal)

BID PROPOSAL FORM NO. 19
LOCAL PREFERENCE FORM

I _____ (insert name) as _____ (insert title) on
behalf of _____ (insert entity name) under penalty of perjury hereby
attest as follows:

(INITIAL APPLICABLE STATEMENT)

_____ The above-referenced entity (1) is a responsible and responsive vendor; (2) has a fixed office or distribution point located in and having a street address within Jefferson County currently and for at least six months immediately prior to the County's issuance of the solicitation or request for competitive bids or quotes; (3) holds a current business tax receipt and any business license required by Jefferson County and, if applicable, the City of Monticello; (4) is the principal offeror who is a single offeror, a business that is the prime contractor and not a subcontractor, or a partner or joint venturer submitting an offer in conjunction with another business; and (5) has at least one (1) full time employee whose primary residence is in Jefferson County, at least two (2) part time employees whose primary residence is in Jefferson County, or, if the business has no employees, is at least 50 percent owned by one or more persons whose primary residence is in Jefferson County.

_____ The above-referenced entity does not have at least one (1) full time employee whose primary residence is in Jefferson County, at least two (2) part time employees whose primary residence is in Jefferson County, or, if the business has no employees, is at least 50 percent owned by one or more persons whose primary residence is in Jefferson County.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: _____
Title: _____
Nongovernmental entity: _____
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me _____ in person or _____ remote notarization by
_____ as _____ on behalf of
_____, who is personally known to me or who produced
_____ as identification this _____ day of _____, 202__.

Notary Public

(Notary Seal)