

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **Red Oak Appraisal Company, Inc.**, located at 6817 Southpoint Parkway, Suite 201, Jacksonville, FL 32216, hereinafter referred to as the “Consultant” on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County desires to obtain professional services for Appraisal Services. Said services are more fully described in the *County's Request for Qualifications*, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit “A” and Exhibit “B”.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. Recitals.

1.1The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

Exhibit “A” COUNTY’S REQUEST FOR QUALIFICATIONS NC22-045-RFQ (“RFQ”), AS MODIFIED BY ADDENDA;

Exhibit “B” VENDOR’S RESPONSE DATED DECEMBER 7, 2022, BUT ONLY TO THE EXTENT RESPONSIVE TO THE RFQ; AND

Exhibit “C” FEDERAL PROVISIONS.

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit “A”.

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibit “A” and Exhibit “B”.

4.2 Services requested by the County or the County’s representative that are not set forth in Exhibit “A” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County’s Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County’s representative.

5.2 The County hereby designates the County Engineer, or designee, to act on the County's behalf under this Contract. The County Engineer, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate three (3) years from the date of execution. The term of this Contract may be extended in one (1) year increments, for up to two (2) additional years, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed Two Million Dollars and 00/100 (\$2,000,000.00), in accordance with Exhibit "B".

circumstances, at the same time, and in the same locality. In the County’s sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

SECTION 10. Access to Premises.

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

SECTION 11. Funding.

11.1 The County’s performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant’s agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.

As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from

the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period,

and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

SECTION 21. Contingent Fees.

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

SECTION 22. Ownership of Documents.

22.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of

the County upon completion for its use and distribution as may be deemed appropriate by the County.

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an

increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court 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 upon five (5) days' written notice to the Consultant.

SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this

relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms is reached

at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or

subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within

a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. 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 Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

30.8 In reference to any public records requested under this Contract, the Consultant shall identify and mark specifically any information which the Consultant considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Consultant believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable

to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

30.9 In conjunction with the confidential and/or proprietary information designation, the Consultant acknowledges and agrees that after notice from County, the Consultant shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Consultant shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

30.10 The Consultant further agrees that by designation of the confidential/proprietary material, the Consultant shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Consultant's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Consultant's designation of material as exempt from public disclosure.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Scrutinized Companies and Public Entity Crimes.

32.1 The Consultant is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Consultant is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by

registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Nassau County, County Engineer
96135 Nassau Place, Suite 1
Yulee, Florida 32097

Consultant: Red Oak Appraisal Company, Inc.
Attn: Owner, MAI
6817 Southpoint Parkway, Suite 201
Jacksonville, FL 32216

SECTION 36. Attorney’s Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney’s fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant’s undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

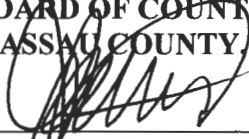
SECTION 43. Human Trafficking Affidavit.

43.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

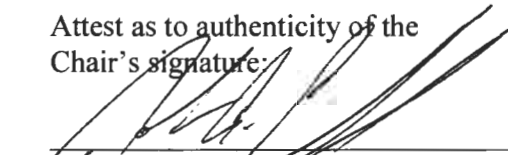
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WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



By: John F. Martin
Its: Chairman
Date: 10-14-24

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



DENISE C. MAY

RED OAK APPRAISAL COMPANY, INC.

STEVEN SLOTKIN
By: Steven Slotkin
Its: Owner
Date: 9/30/2024

Exhibit "A"

County's RFQ

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS (RFQ)

LAND APPRAISAL SERVICES

RFQ NO. NC22-045-RFQ

PROPOSALS ARE DUE NOT LATER THAN

December 7, 2022 @ 10:00 A.M.

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ATTACHMENT "B"	PUBLIC ENTITY CRIMES SWORN STATEMENT
ATTACHMENT "C"	EXPERIENCE OF RESPONDER
ATTACHMENT "D"	DRUG FREE WORKPLACE CERTIFICATE
ATTACHMENT "E"	APPLICABLE FEDERAL PROVISIONS
ATTACHMENT "F"	E-VERIFY AFFIDAVIT
ATTACHMENT "G"	INSURANCE REQUIREMENTS

SECTION 1: PROJECT INFORMATION

1.1 PURPOSE:

The Nassau County Board of County Commissioners (BOCC) is seeking proposals from qualified Appraisers to provide Land Appraisal Services, on an as needed basis.

BACKGROUND:

Nassau County has 90,000+ residents and local population growth is predicted to outpace that of rest of the Jacksonville Metropolitan Statistical Area over the next 15 years. There are three incorporated municipalities in the county, two of which are small rural communities: the Town of Callahan, in the inland southwest, has fewer than 2,000 residents, while the Town of Hilliard's population, in the inland northwest, is estimated to be near 3,500. More than 12,000 residents are located within the City of Fernandina Beach's limits on the north end of Amelia Island. The island has a large seasonal-resident population and attracts more than 500,000 tourists a year with its beach resorts, municipal airport, recreational facilities, historic national sites, and aquatic preserve.

Nassau County spans a total 726 square miles, only 652 of which are land. Nassau's border with Georgia in the north and northwest is formed by the St. Mary's River. The Nassau River and Thomas Creek separate Nassau and Duval counties to the south.

SECTION 2: SCOPE OF SERVICES

2.1 SERVICES TO BE PROVIDED

Appraisers must be able to arrive at market value on the following:

1. Large tracts of land (metes and bounds)
2. Lots located within subdivisions
3. Partial acquisitions for rights-of-way for roads, drainage, etc.
4. Easements (temporary, permanent, drainage, utility, conservation, and construction)
5. Waterfront
6. Wetland/Marshland
7. Environmentally Sensitive Land - such lands contain native, relatively unaltered flora or fauna representing a natural area unique to, or scarce within, a region of Florida of larger geographic area. Such lands contain habitat critical to or providing significant protection for an endangered or threatened species of plant or animal. Such lands contain an unusual, outstanding, or unique geologic feature. The term shall also include undeveloped tracts of xeric scrub and coastal/tropical hammocks five acres or larger and an undeveloped area of land which has essentially retained its primeval character and influence without alteration. This includes areas that are regionally endangered and provide critical habitat for protected species.

8. Environmentally Significant Lands shall include lands with natural features that warrant conservation and protection in the public interest. The term includes native plant communities, which are not necessarily endangered but are pristine and representative of the community type; altered ecosystems with reasonable potential for restoration to correct environmental damage that has occurred; and land with significant archaeological resources.
9. Commercial improved/unimproved
10. Residential improved/unimproved
11. Agriculture
12. Cost Analysis Report

All appraisals will be ordered on an as-needed basis for properties throughout Nassau County, on a work authorization - specific scope basis, and delivered in a full narrative form, unless otherwise directed. Written quotes shall include cost and completion time. Appraiser will complete appraisal reports based on written quote and approved work authorization. Final payment will be based on receipt and approval of the final review reports.

2.1.2 APPRAISAL STANDARDS

All Appraisers must follow the rules and regulations pursuant to Florida Statute 475, Part II and the Florida Real Estate Appraisal Board, Chapter 21VV, Florida Administrative Code. All appraisals must comply with the Uniform Standards of Professional Appraisal Practice and with the FDOT Right of Way Procedure Manual.

2.1.3 APPRAISAL REPORTS

Each appraisal report to be furnished under this agreement shall contain all information germane to the required valuation findings and the Appraiser's conclusions and opinions, together with the data and analyses by which they were derived.

The text of each appraisal report must provide a full explanation of the Appraiser's reasoning and analyses of the evidence of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how the valuation conclusions were reached.

Appraisal reports shall be prepared according to USPAP – to include a complete narrative appraisal in compliance with all local, state, and federal regulations, and contain, but not limited to the following:

- Purpose of Appraisal:
- Description of Property:
- Highest and Best Use:
- Photographs of Subject Property:
- Comparable Sales:
- Correlation and Conclusion of Value:

2.2 TERM OF AGREEMENT/CONTRACT

The Term of this Agreement/Contract is expected to be for an initial period of two (2) years from the date of execution by both the County and the successful vendor.

Option to Renew for Three Additional One (1) Year Terms.

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional three (3) year period, on a year-to-year basis. The vendor shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County. The County will give the Contractor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term.

Prior to completion of each exercised contract term, the Firm or County may request an adjustment to hourly rates based on changes in the Consumer Price Index (CPI). Approval of any requests must be in writing, in the same formality as the original agreement. It is the Consultant’s responsibility to request any rate adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Consultant’s request for adjustment should be submitted 90 calendar days prior to expiration of the then current contract term. The Consultant’s adjustment request should not be in excess of the relevant pricing index change, unless approved by County. If no adjustment request is received from the Consultant, the County will assume that the Consultant has agreed that the optional term may be exercised without rate adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

SECTION 3: QUALIFICATIONS AND EXPERIENCE

The appraisal firm should have sufficient experience to work in a collaborative framework with other team members, the public, elected officials, and staff. The appraisal firm must currently hold and provide proof of licensure as a Florida Certified Appraiser along with any and all other licensure as required by Federal, State, and/or County Law, rule, regulation, or ordinance. The appraisal firm should have experience working with municipalities of similar size to Nassau County.

SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS

4.1 SCHEDULE OF SELECTION PROCESS/KEY DATES:

The County’s intended schedule for the project (tentative + subject to change): All times shown are Eastern Standard Time (EST).

Land Appraisal Services	Date	Time
- RFQ Available on Planet Bids	November 4, 2022	
Deadline for Questions	November 23, 2022	by 4:00 p.m.
County Responses to Questions Posted to Planet Bids	November 28, 2022	
RFQ Responses Due Date/Time and RFQ Opening Date/Time	December 7, 2022	by 10:00 a.m.

Evaluation Committee Meeting (Evaluate/Rank Firms)	TBD	TBD
Interviews of Shortlisted Firms (if any)	TBD	TBD
BOCC Award/Approval	TBD	TBD

4.2 SUBMISSION OF REQUEST FOR QUALIFICATIONS (RFQ):

Qualifications must be submitted to the County’s eProcurement system, [PlanetBids Vendor Portal](#). The County will not accept submissions by facsimile, paper (hand-carry), email, or any other method. **Submissions must be received no later than the date and time specified in Section 4.1.** Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on the date and time specified in Section 4.1.

4.3 PRE-SUBMITTAL MEETING AND QUESTIONS:

A Pre-submittal meeting is not applicable. **Respondents are directed not to contact evaluating committee members, County Commissioners, County departments or divisions until award has been made by the Board of County Commissioners. ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY’S ePROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#)**

4.4 ADDITIONAL INFORMATION/ADDENDA:

Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to NASSAU COUNTY’S ePROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#) by the question deadline identified in Section 4.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFQ opening date. Respondents should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the Respondent’s responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment form attached hereto as Attachment “A”.

4.5 PROPOSALS AND PRESENTATION COST: The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFQ nor for the presentation of their proposals or participation in any discussions or negotiations.

4.6 **RESPONSE FORMAT:**

To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection criteria are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

The maximum length of the response is 50 pages, not including front cover, table of contents, dividers, the contents of "Tab 6" or back cover.

TAB 1 – COVER LETTER

Provide a signed cover letter no longer than two (2) pages in length. Provide a positive commitment to perform the required work. The cover letter should provide the primary contact person for this engagement including his/her title, phone number, and email address. Signature should be from an authorized person that can legally bind the company in this engagement.

TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the proposal by page number.

TAB 3 – EXPERIENCE AND QUALIFICATIONS

Describe previous related work experience and qualifications in the subject area. Respondent should have a minimum of three (3) years' experience working with a governmental entity with similar responsibilities. Describe education and certifications held. Demonstrate a clear understanding of the Scope of Services and other technical and legal issues.

Provide an overall approach and methodology to meeting the goals and responsibilities of the Scope of Services.

TAB 4 – REFERENCES

Provide a minimum of three (3) examples of similar projects with applicable reference information. References should include the following information:

- Client name, address **AND** phone numbers and e-mail addresses
- Description of all services provided
- Performance period
- Total contract value

The list of references for which similar work has been performed and the list shall include all similar contracts performed by the Respondent in the past five years. The evaluators may randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Respondent's proposal. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 5 – RATE SCHEDULE

Proposed rate schedule for all personnel. Compensation will be negotiated with the successful Respondent. Rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details.

TAB 6 – ATTACHMENTS/ADMINISTRATIVE INFORMATION

Include the following required attachments:

- Proper and Valid Licensing to conduct business in the State of Florida.
- Current Applicable Certifications.
- Addendum Acknowledgement (Attachment “A”)
- Public Entities Crimes Statement (Attachment “B”).
- Experience of Responder (Attachment C)
- Drug Free Workplace Certificate (Attachments “D”)
- Applicable Federal Requirements (Attachment “E”)
- Certificate of Insurance (proof of current coverage, naming Nassau County as an additional insured and matching Insurance requirements found in Attachment “G”).

All Attachment/Forms required by the RFQ shall be fully completed and executed by an authorized representative that can legally bind the person(s) or firm. Respondent shall submit all information in the above order. Failure to do so may diminish your score.

- 4.7** It is the intent of Nassau County to issue a Standard Contract for Service. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services. Any contract(s) negotiated with any firm(s) responding to this Request for Qualifications will be non-exclusive. Any additional service options would require submission of a proposal and related fees for approval by Nassau County prior to any Work Authorization being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.
- 4.7** It is expressly understood that the Board’s preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been formally executed by both the County, and the selected vendor. It is further understood, no vendor may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys’ fees) borne by any Proposer, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys’ fees) are the sole responsibility of the vendor.
- 4.8** Public Entities Crimes. A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

- 4.9** The Respondent, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 4.10** Scrutinized Company List SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT: Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

The company representative authorized to sign on behalf of the bidder, hereby CERTIFIES that the company identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Company to civil penalties, attorney’s fees, and/or costs.

SECTION 5. EVALUATION/SELECTION

5.1 EVALUATION/SELECTION COMMITTEE

A Selection/Evaluation Committee will be appointed to select the most qualified person(s) or firm. The evaluation/selection committee will be responsible for evaluating and ranking each firm based upon the criteria listed below. The Committee may select a short-list of up to five (5) top-ranked firms. 100-point formula scoring system will be utilized.

5.2 CRITERIA

Criteria	Max Points
Experience and Qualifications: Previous related work experience and qualifications.	50
References: History and performance on similar services including local government experience.	20
Resources and Methodology: Overall approach and detailed plan for providing the services. Consideration of services provided and approach to meeting goals and approach to meeting service objectives.	30
TOTAL POINTS	100

5.3 The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.

5.4 If the County request oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the presentation date.

SECTION 6. CONTRACT PROCEDURES

6.1 PRESENTATION TO THE BOARD

The Requesting Department shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to negotiate a contract with the top-ranked firms.

6.2 COMPETITIVE NEGOTIATIONS

Approval of the recommendation to award by the Nassau County Board of County Commissioners will constitute authorization to negotiate with the top-ranked firm. The proposal package, signed by the successful proposer, along with documentation included in the proposal as required by this RFQ and other additional materials submitted by the proposer, and accepted by the County, shall be the basis for negotiation of a contract. Nassau County shall negotiate a contract with the top ranked firms for professional services at compensation which Nassau County determines is fair, competitive, and reasonable. The firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the County will negotiate fee schedules with the goal of establishing standardized rates. The Board of County Commissioners will have final approval of the terms negotiated.

6.3 UNABLE TO NEGOTIATE

Should Nassau County be unable to negotiate a satisfactory contract with the top ranked firm, negotiations with that firm must be formally terminated. The County shall then undertake negotiations with the second ranked firm. Failing accord with the second ranked firm, the agency

must terminate negotiations. The County shall then undertake negotiations with the third ranked firm. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the County shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this paragraph until an agreement is reached, or the County reserves the right to terminate all negotiations and reissue a new Request for Proposals.

SECTION 7. STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES

7.1 COMPENSATION

Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to firm for failure to perform the work in accordance with the provisions of this Contract, and County shall promptly notify Firm in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Proposer will have thirty (30) days to cure any failure upon written notice.

All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

Final Invoice: In order for both parties herein to close their books and records, Proposer will clearly state "Final Invoice" on Firms final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

7.2 EXPENSES

Firm shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in Exhibit "A". This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Firm's agents, if any, hired by Firm to complete the work under this Contract.

7.3 STANDARD OF CARE

Firm shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. At County's sole discretion, Firm shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

7.4 EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Contract, Firm agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

7.5 TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Firm certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines

the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Firm represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

7.6 INDEMNIFICATION

Firm shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Firm and other persons employed or utilized by the Firm, in the performance of the Contract.

7.7 INDEPENDENT CONSULTANT

7.7.1 Firm undertakes performance of the services as an independent Consultant under this Contract and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Firm shall work closely with County in performing services under this Contract.

7.7.2 This Contract shall not render Firm or any of Firm's agents an employee, partner, agent of, or joint venturer with County for any purpose. Firm is and will remain an independent Consultant in its relationship to County and Firm's agents are not and will not become Company's employees. County shall not be responsible for withholding taxes with respect to Firm's compensation hereunder. County shall report all payments made to Firm on a calendar year basis using IRS Form 1099, if required by law. Firm agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare taxes) from Firm's payments or make FICA payments on Firm's or Firm's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Firm's or Firm's agent's behalf, or (iii) withhold state or federal income tax from Firm's payments; or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Firm or Firm's agents. If Firm hires employees to perform any work under this Contract, Firm shall cover them with worker's compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither Firm nor Firm's agents are eligible to participate in any employee health, vacation pay, sick pay, or other fringe benefit plan of County. If any government agency or court determines that Firm should be reclassified as an employee, Firm hereby waives any right to County benefits and acknowledges and understands that such reclassification shall not entitle Firm to any benefits offered to County's employees. Firm and County agree that: (a) Firm has the right to perform services for others during the term of this Contract; (b) Firm has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Firm has the right to perform the services required by this Contract at any location or time; (d) Firm has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

7.8 EXTENT OF CONTRACT

7.8.1 This Contract represents the entire and integrated agreement between County and Firm and supersedes all prior negotiations, representations, or agreement, either written or oral.

7.8.2 This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

7.9 COMPLIANCE WITH LAWS

In performance of the services, Firm will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

7.10 INSURANCE

Firm shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "B" and as is appropriate for the services being performed hereunder by Firm, its employees or agents.

7.11 ACCESS TO PREMISES

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

7.12 TERMINATION OF CONTRACT

7.12.1 Termination for Convenience: This Contract may be terminated by County for convenience, upon thirty (30) days of written notice to Firm. In such event, Firm shall be paid its compensation for services performed prior to the termination date. In the event that Firm abandons this Contract or causes it to be terminated, Firm is liable to County for all loss pertaining to this termination.

7.12.2 Default by Firm: In addition to all other remedies available to County, County may terminate this Contract for cause should Firm neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Firm to cure.

7.13 NONDISCLOSURE OF PROPRIETARY INFORMATION

Firm shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Firm's performance of the services to be proprietary unless such information is available from public sources. Firm shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

7.14 UNCONTROLLABLE FORCES

7.14.1 Neither County nor Firm shall be considered to be in default of this Contract 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 Contract 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.

7.14.2 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. 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 Contract.

7.15 GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Contract will be held in Nassau County, Florida.

MISCELLANEOUS

7.15.1 Non-waiver: A waiver by either County or Firm of any breach of this Contract 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.

7.15.2 Severability: Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

7.15.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Contract, to the extent that Firm is providing services to County, and pursuant to section 119.0701, Florida Statutes, Firm shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Contract if Firm does not transfer the records to the public agency.
- d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of Firm or keep and maintain public records required by the public agency to perform the service. If Firm transfers all public records to the public agency upon completion of the contract, Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Firm keeps and maintains public records upon completion of the Contract, Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Firm maintaining the public records, then Nassau County shall immediately notify Firm of the request for records. Firm must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Firm does not comply with Nassau

County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Firm which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

7.15.4 The provisions of this section shall not prevent the entire Contract from being void should a provision, which is of the essence of the Contract, be determined to be void

7.16 EMPLOYMENT ELIGIBILITY

Firm must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Firm during the term of this Contract to work in Florida. Additionally, if Firm uses subcontractors to perform any portion of the work (under this Contract), Firm must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Firm must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

7.17 SUCCESSORS AND ASSIGNS

County and Firm each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.

7.18 CONTINGENT FEES

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

7.19 OWNERSHIP OF DOCUMENTS

Firm shall be required to work in harmony with other Firms relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by County.

7.20 FUNDING

This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the Nassau County Board of County Commissioners in the annual budget for each fiscal year of this Contract and is subject to termination based on lack of funding.

7.21 DISPUTE RESOLUTION

County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Firm by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to Firm. Firm should have a representative, at the meeting that can render a decision on behalf of Firm.

If there is no satisfactory resolution as to the interpretation of the Contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Firm. Firm shall not stop work during the pendency of mediation or dispute resolution.

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ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC22-045-RFQ</p>	<p>Addendum # _____ through # _____</p> <p>Date:</p>
<p>Signature of Person Completing:</p>	
<p>Printed Name:</p>	<p>Title:</p>

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT "B"
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. 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 with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, 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.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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.
6. 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 to fair market value under an arm's length agreement, shall be 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 thirty-six (36) months shall be considered an affiliate.
7. 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 binding contract and which bids or applies to bid on contracts 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.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please 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 have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the 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, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature

Date

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20___ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires: _____

ATTACHMENT "C"
EXPERIENCE OF RESPONDENT

The following questionnaire shall be answered by the Respondent for use in evaluating the submittal to determine the most qualified Respondent, meeting the required specifications.

1. **FIRM NAME:** _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Name of primary contact responsible for work performance: _____

Phone: _____ Cell Phone: _____

Email: _____

2. **INSURANCE:**

Surety Company: _____

Agent Company: _____

Agent Contact: _____

Total Bonding Capacity: \$ _____ Value of Work Presently Bonded: \$ _____

3. **EXPERIENCE:**

Years in business: _____

Years in business under this name: _____

Years performing this type of work: _____

Value of work now under contract: _____

Value of work in place last year: _____

Percentage (%) of work usually self-performed: _____

Name of subvendors you may use: _____

Has your firm: Failed to complete a contract: ___ Yes ___ No

Been involved in bankruptcy or reorganization: ___ Yes ___ No

Pending judgment claims or suits against firm: ___ Yes ___ No

4. **PERSONNEL**

How many employees does your company employ:

Management	___ Full time	___ Part time
Site/Crew Supervisors	___ Full time	___ Part time
Workers/Laborers	___ Full time	___ Part time
Clerical	___ Full time	___ Part time
Other	___ Full time	___ Part time

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

REMINDER:

THIS FORM IS TO BE INCLUDED WITH SUBMISSION. FAILURE TO SUBMIT ALONG WITH SUBMISSION MAY BE CAUSE FOR DISQUALIFICATION.

ATTACHMENT "D"
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____ (print or type name of firm)

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

“As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein.”

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20___ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires: _____

**ATTACHMENT “E”
FEDERAL PROVISIONS**

In performing under this Agreement, contractor shall comply with the following federal requirements, as applicable:

1. **Drug Free Workplace Requirements:** All contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the contractor to take certain actions to provide a drug-free workplace.
2. **Davis-Bacon Act:** If applicable, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The CONSULTANT are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONSULTANT are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The CONSULTANT must report all suspected or reported violations of the Davis-Bacon Act to the County.
3. **Copeland Anti Kick Back Act:** CONSULTANT shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. CONSULTANT are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each CONSULTANT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONSULTANT shall certify compliance. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which

shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of the County and/or the applicable state or federal entity) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** CONSULTANTS 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. The CONSULTANT shall certify compliance.
7. **501(c)(4) Entities:** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. CONSULTANT shall ensure that its CONSULTANTS and sub-awardees comply with this requirement.
8. **Federal Changes:** CONSULTANT shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
9. **Safeguarding Personal Identifiable Information:** CONSULTANT and sub awardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
11. **Right to Inventions Under Federal Grants:** If applicable, CONSULTANT shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

12. E-Verify: Enrollment and verification requirements:

- a. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall:
 - i. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - ii. 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 Contractor, 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); and,
 - iii. 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 paragraph (b)(4) of this section.).
- b. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of:
 - i. All new employees:
 1. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, 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
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, 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
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor 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 paragraph (b)(4) of this section.).
- c. If the Contractor 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 Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to

the contract.

- d. Option to verify employment eligibility of all employees. The Contractor 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 Contractor 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:
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU).
- e. The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU:
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. 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>.
 - iv. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee:
 1. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 2. 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
 3. 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 Contractors.

13. **Subcontracts:** The Contractor shall include the requirements of this clause, including this

paragraph, appropriately modified for identification of the parties in each subcontract that:

- a. 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;
- b. Has a value of more than \$3,500; and
- c. Includes work performed in the United States.

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, CONSULTANT shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2,

2013 and codified at 41 U.S.C. § 4712)

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, CONSULTANT shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low-Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[Remainder of the page intentionally blank.]



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097

John Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt Farmer

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

ATTACHMENT "F" E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Bid No./Contract No.: _____

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____(Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name:_____

Date:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____(Name of Officer or Agent, Title of Officer or Agent) of _____(Name of Contractor Company Acknowledging), a _____(State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

ATTACHMENT "G"
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS



COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate	\$1,000,000
----------------------------------	-------------



Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
- **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy Additional Insured Endorsement must include Ongoing and Completed**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the

account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Proposers
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #1
Request for Qualifications Number NC22-045
Land Appraisal Services
DATE: 11/28/22

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions:

1. What is the expected work program in the upcoming two years? i.e. how many appraisal projects and appraisal parcel assignments are expected

Answer: The County Estimates 6-10 projects/parcels per year, but this year will be higher (25-30 parcels) due to an upcoming County project.

The Bid due date and opening time remain: December 7, 2022 at 10:00 AM EST

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

End of Addendum #1

EXHIBIT B - VENDORS RESPONSE



RED OAK APPRAISAL COMPANY

6817 SOUTHPOINT PARKWAY • SUITE 201 • JACKSONVILLE, FL 32216

TEL (904) 281-0373 • FAX (904) 212-2222

TAB-1: COVER LETTER

December 7, 2022

Nassau County Board of County Commissioners
96135 Nassau Place
Yulee, Florida 32097

Re: Response to RFQ No. NC22-045-RFQ for Real Estate Appraisal Qualifications

Dear Board,

This application is in response to the Board's request for qualifications for Land Appraisal Services.

I have been working as a contract appraiser for Nassau County on multiple projects over the past several years. I have appraised properties for the Board on William Burgess Road, on the proposed Burgess extension, the Dove Road extension, Henry Smith Road and the proposed Wildlight Fire Station.

I have also prepared consulting reports for the county and aided in consultation negotiations and mediation with the County Manager and the County Engineer.

I have been active in Nassau County for over 20 years as a commercial real estate appraiser.

It is my goal to continue to provide high quality work to the Board and to the citizens of Nassau County.

I am focused on customer service, thorough analysis, clearly written reports and on meeting deadlines. I keep my overhead under control, so my proposals are highly competitive and I stay within budget.

The RFQ states that all work is to be done in accordance with state law, USPAP and FDOT guidelines. I am a qualified appraiser for FDOT and FDEP, specializing in land of all types.

Thank you for the opportunity to submit this proposal.

Red Oak Appraisal Company

A handwritten signature in blue ink that reads "Steven Slotkin".

Steven Slotkin, MAI

Florida State-Certified General Real Estate Appraiser RZ2801

RED OAK APPRAISAL COMPANY

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RED OAK APPRAISAL COMPANY

TAB-3: APPRAISER QUALIFICATIONS

Steven Slotkin, MAI

Licenses/Certifications

Florida State-Certified General Real Estate Appraiser RZ2801 (since 2004)
Georgia State Certified General Real Property Appraiser 326353 (since 2007)

Professional Affiliations

Appraisal Institute: MAI designated member, awarded 2013

Northeast Florida Chapter of the Appraisal Institute:

Membership Admissions Committee: 2007, 2008, 2009

Associate Membership Guidance Committee: 2008, 2012

Education

University of Wisconsin, Madison: Bachelor of Arts, 1988

DePaul University, Chicago: Masters of Business Administration – Concentration in Finance, 1992

Technical Training

Appraisal Institute Courses

Business Practices and Ethics

Advanced Income Capitalization

Highest & Best Use / Market Analysis

Advanced Sales Comparison & Cost Approaches

Report Writing & Valuation Analysis

Advanced Applications

Marketability Studies

Uniform Appraisal Standards for Federal Land Acquisitions: 2014

Condemnation Appraising: Principles & Applications: 2019

Valuation of Conservation Easements: 2020

Valuation of Donated Real Estate, Including Conservation Easements 2020

Non-Appraisal Institute Courses (partial list)

Licensing Courses AB – I, II, III

National USPAP Course

Florida State Law and USPAP Review for Real Estate Appraisers

Specialization

Over twenty years of appraisal experience, specializing in land tracts of all sizes including: eminent domain, subdivisions, DRI's, agricultural lands, islands, wetlands, conservation easements and appraisals for city, county, state & federal agencies.

Appraisal Experience

Red Oak Appraisal Company – Owner / Commercial Real Estate Appraiser (2011 to present)

Crenshaw • Williams Appraisal Company – Commercial Real Estate Appraiser (2001 to 2011)

RED OAK APPRAISAL COMPANY

Appraisal Experience

Research and appraisals on various types of properties, including:

Agricultural Land	Legal Work
Commercial Land	Marinas
Condominium Offices	Office Buildings-New Construction
Condominium Buildings	Office Buildings-Existing
Conservation Land	Public Works Sites
Conservation Easements	Retail Shopping Centers
Consultations	Retail Stores
Distribution Properties	Residential Land
Dev. of Regional Impact (DRI) Sites	Residential Lots
Eminent Domain (Whole and partial takes)	Residential Subdivisions
Eminent Domain (Temporary easements)	Single Family Residences
Eminent Domain (Permanent easements)	Special Purpose Properties
Historical Sites	Timberlands
Industrial Properties & Land	Townhome Developments
Islands	Wetlands

Historical List of Clients

Accurate Group	Iberia Bank
AgSouth Farm Credit	Intracoastal Bank
Ameris Bank	Nassau County
Baker County	Pinebank
Bank of America	PNC
Bank of St. Augustine	PrimeSouth Bank
BB&T	Proxy AMC
BBVA Compass Bank	Prosperity Bank
CenterState Bank	Renasant Bank
Certus Bank	Regions Bank
CES	Sandia Federal Credit Union
City of Jacksonville	State Bank
City of Palatka	State Farm Bank
CNL Bank	St. Johns County
Everbank	SunTrust Bank
Farm Credit of Florida	Synovus Bank
Fifth Third Bank	TD Bank
First Coast Community Bank	The Nature Conservancy
Flagler County	The Trust for Public Land
FNB South	Thrivent
First National Bank of Nassau County	U.S. Department of the Interior
Florida Communities Trust	Wells Fargo
Florida Dept. of Environmental Protection	Valley National Bank
Florida Dept. of Transportation	Valuation Management Group

RED OAK APPRAISAL COMPANY

TAB-4: REFERENCES

All references have been included in Attachment C under Tab 6.

TAB-5: APPRAISAL RATES

Jobs are typically bid based on complexity, on a fixed cost basis.

Hourly rates apply for legal work or if agreed upon with the client.

<u>Rates</u>	<u>Job Title</u>
\$150 per hour	Principals
\$100 per hour	Senior Associate Appraisers
\$75 per hour	Associate/Trainee Appraisers
\$60 per hour	Researcher

All rates include overhead, expenses, travel, etc.

RED OAK APPRAISAL COMPANY

TAB-6: ATTACHMENTS/ADMINISTRATIVE INFORMATION

FLORIDA APPRAISAL LICENSE



Steven Slotkin is a State Certified General Real Estate Appraiser. My license is current and I have never had a complaint filed with any regulatory agency.

I hold the MAI designation from the Appraisal Institute.

I am also Yellow Book qualified to complete appraisal work to federal standards (UASFLA).

The Red Oak Appraisal Company certifies that it is not on the Scrutinized Company list (Per Sections 287.132 and 215.473 of Florida Statutes).

RED OAK APPRAISAL COMPANY

STATE OF FLORIDA CORPORATION REPORT (SUNBIZ)

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P11000103512

Entity Name: RED OAK APPRAISAL COMPANY, INC.

Current Principal Place of Business:

6817 SOUTHPOINT PARKWAY
SUITE 201
JACKSONVILLE, FL 32216

Current Mailing Address:

6817 SOUTHPOINT PARKWAY
SUITE 201
JACKSONVILLE, FL 32216 US

FEI Number: 45-4022929

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SLOTKIN, STEVEN
5114 OAK BEND AVENUE
JACKSONVILLE, FL 32257 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name SLOTKIN, STEVEN
Address 5114 OAK BEND AVENUE
City-State-Zip: JACKSONVILLE FL 32257

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STEVEN SLOTKIN

PRESIDENT

03/07/2022

Electronic Signature of Signing Officer/Director Detail

Date

RED OAK APPRAISAL COMPANY

APPRAISAL INSTITUTE: MAI DESIGNATION



RED OAK APPRAISAL COMPANY

YELLOW BOOK CERTIFICATION (FEDERAL APPRAISAL STANDARDS)



200 W. Madison St.
Suite 1500
Chicago, IL 60606

T 312 555 1100
F 312 555 4400
www.appraisalinstitute.org

Provider# 000242 Course # 0007620 Appraiser Continuing Education Hours 16.0
2

Course Title: 746 Uniform Appraisal Standards for Federal Land Acquisitions
Start Date: 03/07/2014
Finish Date: 03/08/2014
Reg. Lic/Cert#:

Steven Slotkin, MAI
Name
2836 Wood Valley Court
Address

The student named in this report has completed the referenced course in accordance with the requirements of the Florida Real Estate Appraisal Board.

No. or Apt.
Jacksonville, FL 32217
City, State, Zip

Suzanne M. Siader
Authorized Signature
03/19/2014
Date

This original report must be retained as proof to the Department of Professional Regulation in case of audit of your application for Registration, Licensure or Certification renewal.

RED OAK APPRAISAL COMPANY

ATTACHMENT A: ADDENDUM ACKNOWLEDGEMENT



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Proposers
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #1
Request for Qualifications Number NC22-045
Land Appraisal Services
DATE: 11/28/22

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions:

1. What is the expected work program in the upcoming two years? i.e. how many appraisal projects and appraisal parcel assignments are expected

Answer: The County Estimates 6-10 projects/parcels per year, but this year will be higher (25-30 parcels) due to an upcoming County project.

The Bid due date and opening time remain: December 7, 2022 at 10:00 AM EST

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM


Vendor/Company Name Red Oak Appraisal Company, Inc.

Vendor Signature: *Steve Smith* Date: 12/5/2022

End of Addendum #1

RED OAK APPRAISAL COMPANY

**ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT**

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>SOLICITATION NUMBER: NC22-045-RFQ</p>	<p>Addendum # <u>1</u> through # <u>1</u></p> <p>Date: 12/5/2022</p>
<p>Signature of Person Completing:</p> 	
<p>Printed Name:</p> <p>Steven Slotkin, MAI Florida State-Certified General Real Estate Appraiser RZ2801</p>	<p>Title:</p> <p>President / Owner</p>

RED OAK APPRAISAL COMPANY

ATTACHMENT B: PUBLIC ENTITIES CRIME STATEMENT

**ATTACHMENT "B"
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Land Appraisal Services for Nassau County Board of County Commissioners.
2. This sworn statement is submitted by Red Oak Appraisal Company, Inc. (entity submitting sworn statement), whose business address is 6817 Southpoint Parkway, Suite 201 Jacksonville, FL 32216 and its Federal Employee Identification Number (FEIN) is F454 0229 29001. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Steven Slotkin (please print name of individual signing), and my relationship to the entity named above is President / Owner.
4. 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 with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, 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.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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.
6. 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 to fair market value under an arm's length agreement, shall be 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 thirty-six (36) months shall be considered an affiliate.
7. 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 binding contract and which bids or applies to bid on contracts 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.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

RED OAK APPRAISAL COMPANY

X 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 have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the 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, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)


_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
Signature
12/6/2022
Date

State of: Florida
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 6 day of December, 2022 by Steven Slotkin who is personally known to me or produced Driver License as identification.

 **Megala D. Ahoyagi**
State of Florida
My Commission Expires 05/07/2023
Commission No. GG 332014

[Signature]
Notary Public
My commission expires: May 7, 2023

RED OAK APPRAISAL COMPANY

ATTACHMENT C: EXPERIENCE OF RESPONDER

Steven Slotkin, MAI, began working on multi-parcel government acquisition projects in 2002.

The Red Oak Appraisal Company is currently a contract vendor with the State of Florida Department of Transportation and the State of Florida Department of State Lands (Department of Environmental Protection).

I have testified as an expert witness and provided depositions in multiple cases and jurisdictions.

I have completed appraisals using a wide variety of techniques, following both the state and the federal rules.

I have experience developing appraisals for a wide variety of eminent domain projects, including whole fee takes, partial takes, temporary construction easements, permanent easements, utility easements, submerged land rights and air rights.

I am trained and experienced in complex appraisals, including conservation easements, environmentally sensitive lands, agricultural land, commercial properties, subdivisions, residential appraisals, corridor appraisals, waterfront properties, wetlands, islands, recreational properties and cost analyses.

Appraisal methodologies employed include before & after appraisals, land and affected appraisals and discounted cash flow analyses.

RED OAK APPRAISAL COMPANY

**ATTACHMENT "C"
EXPERIENCE OF RESPONDENT**

The following questionnaire shall be answered by the Respondent for use in evaluating the submittal to determine the most qualified Respondent, meeting the required specifications.

1. **FIRM NAME:** Red Oak Appraisal Company
 Address: 6817 Southpoint Parkway Suite 201
 City/State/Zip: Jacksonville, FL 32216
 Phone: 904 281-0373 Email: steve@redoakapr.com
 Name of primary contact responsible for work performance: Steven Slotkin
 Phone: 904 281-0373 Cell Phone: 352 478-1155
 Email: steve@redoakapr.com

2. **INSURANCE:**
 Surety Company: Nationwide
 Agent Company: Zellner Insurance
 Agent Contact: Kevin Carlo
 Total Bonding Capacity: \$ See note below Value of Work Presently Bonded: \$ See note below
Bonding is not applicable to appraisal services. Red Oak has \$2MM in insurance, a \$1MM umbrella, \$1MM in E&O insurance and \$500K in auto coverage,

3. **EXPERIENCE:**
 Years in business: 11 years
 Years in business under this name: 11 years
 Years performing this type of work: 11 years with this firm, 21 years overall
 Value of work now under contract: Over \$100,000
 Value of work in place last year: \$150,000
 Percentage (%) of work usually self-performed: 100%
 Name of subvendors you may use: IBC General Contractor
 Has your firm: Failed to complete a contract: Yes No
 Been involved in bankruptcy or reorganization: Yes No
 Pending judgment claims or suits against firm: Yes No

4. **PERSONNEL**
 How many employees does your company employ:

Management	<u>1</u>	Full time	<input type="checkbox"/> Part time
Site/Crew Supervisors	<input type="checkbox"/>	Full time	<input type="checkbox"/> Part time
Workers/Laborers	<input type="checkbox"/>	Full time	<input type="checkbox"/> Part time
Clerical	<input type="checkbox"/>	Full time	<input type="checkbox"/> Part time
Other	<input type="checkbox"/>	Full time	<input type="checkbox"/> Part time

RED OAK APPRAISAL COMPANY

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: Florida Department of Transportation
 Address: 1109 South Marion Avenue Lake City, FL 32025
 Contract Person: Dennis Shubert, Review Appraiser
 Phone: (386) 961-7702 Email: Dennis.Shubert@dot.state.fl.us
 Project Description: Road widening project, Levy County FL
 Contract \$ Amount: \$56,195
 Date Completed: August 2022

Reference #2:

Company/Agency Name: Florida Depart of Environmental Protection
 Address: 3900 Commonwealth Boulevard MS110, Tallahassee FL 32399
 Contract Person: Julie Story, Senior Appraiser
 Phone: (850) 245-2653 Email: Julie.M.Story@FloridaDEP.gov
 Project Description: Bluffs of St. Teresa, State Park land (17,080 acres)
 Contract \$ Amount: \$12,000
 Date Completed: September 2020

Reference #3:

Company/Agency Name: Nassau County
 Address: 96135 Nassau Place, Yulee, FL 32097
 Contract Person: Robert Companion, PE
 Phone: (904) 530-6010 Email: rcompanion@nassaucountyfl.com
 Project Description: William Burgess Road Extension
 Contract \$ Amount: \$35,000
 Date Completed: June 2020

REMINDER:

THIS FORM IS TO BE INCLUDED WITH SUBMISSION. FAILURE TO SUBMIT ALONG WITH SUBMISSION MAY BE CAUSE FOR DISQUALIFICATION.

RED OAK APPRAISAL COMPANY

ATTACHMENT D: DRUG FREE WORKPLACE CERTIFICATE

**ATTACHMENT "D"
DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
the Red Oak Appraisal Company, Inc. _____ (print or type name of firm)

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

RED OAK APPRAISAL COMPANY

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

[Signature]
Authorized Signature

12/6/2022
Date Signed

State of: Florida

County of: Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 10 day of December, 20 22 by Steven Slotkin who is personally known to me or produced Driver License as identification.



Megada D. Alyazgi
State of Florida
My Commission Expires 05/07/2023
Commission No. GG 332014

[Signature]
Notary Public

My commission expires: May 7, 2023

RED OAK APPRAISAL COMPANY

ATTACHMENT E: APPLICABLE FEDERAL REQUIREMENTS**ATTACHMENT "E"
FEDERAL PROVISIONS**

In performing under this Agreement, contractor shall comply with the following federal requirements, as applicable:

1. **Drug Free Workplace Requirements:** All contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the contractor to take certain actions to provide a drug-free workplace.
2. **Davis-Bacon Act:** If applicable, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The CONSULTANT are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONSULTANT are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The CONSULTANT must report all suspected or reported violations of the Davis-Bacon Act to the County.
3. **Copeland Anti Kick Back Act:** CONSULTANT shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. CONSULTANT are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each CONSULTANT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONSULTANT shall certify compliance. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which

RED OAK APPRAISAL COMPANY

shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of the County and/or the applicable state or federal entity) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** CONSULTANTS 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. The CONSULTANT shall certify compliance.
7. **501(c)(4) Entities:** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. CONSULTANT shall ensure that its CONSULTANTS and sub-awardees comply with this requirement.
8. **Federal Changes:** CONSULTANT shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
9. **Safeguarding Personal Identifiable Information:** CONSULTANT and sub awardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
11. **Right to Inventions Under Federal Grants:** If applicable, CONSULTANT shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and

RED OAK APPRAISAL COMPANY

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

12. **E-Verify:** Enrollment and verification requirements:

- a. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall:
 - i. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - ii. 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 Contractor, 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); and,
 - iii. 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 paragraph (b)(4) of this section.).
- b. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of:
 - i. All new employees:
 1. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, 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
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, 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
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor 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 paragraph (b)(4) of this section.).
- c. If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or 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 Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to

RED OAK APPRAISAL COMPANY

the contract.

- d. Option to verify employment eligibility of all employees. The Contractor 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 Contractor 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:
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU).
- e. The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU:
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. 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>.
 - iv. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee:
 1. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 2. 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
 3. 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 Contractors.

13. **Subcontracts:** The Contractor shall include the requirements of this clause, including this

RED OAK APPRAISAL COMPANY

paragraph, appropriately modified for identification of the parties in each subcontract that:

- a. 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;
- b. Has a value of more than \$3,500; and
- c. Includes work performed in the United States.

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, CONSULTANT shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2,

RED OAK APPRAISAL COMPANY

2013 and codified at 41 U.S.C. § 4712)

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, CONSULTANT shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low-Income Populations”)

RED OAK APPRAISAL COMPANY

18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[Remainder of the page intentionally blank.]

RED OAK APPRAISAL COMPANY

ATTACHMENT F: E-VERIFY



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097

John Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt Farmer

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

ATTACHMENT "F"
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA
STATUTES

Project Name: Land Appraisal Services

Bid No./Contract No.: RFQ No. NC22-0450 RFQ

DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

RED OAK APPRAISAL COMPANY

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

RED OAK APPRAISAL COMPANY

EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Red Oak Appraisal Co. (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Red Oak Appraisal Company (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]

Print Name: Steven Slotkin

Date: 12/6/2022

STATE OF FLORIDA

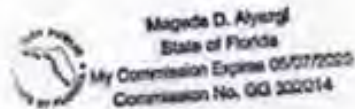
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12/6/22 (Date) by Steven Slotkin (Name of Officer or Agent, Title of Officer or Agent) of Red Oak Appraisal Company (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Driver License as identification.

[Signature]

Notary Public

Magda D. Alyazgi
Printed Name



My Commission Expires: May 7, 2023

RED OAK APPRAISAL COMPANY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RIVERTON INSURANCE AGENCY CORP PO Box 236 600 Main St., Suite 2 Riverton NJ 08077		CONTACT NAME: Tina Gambacort PHONE (A/C, No, Ext): (800) 882-4410 FAX (A/C, No): (858) 273-8026 E-MAIL ADDRESS: tina.gambacort@aliains.com	
INSURED Red Oak Appraisal Company, Inc. 6817 Southpoint Parkway, Suite 201 Jacksonville FL 32216		INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Insurance Company NAIC # 25054 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2212608014 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


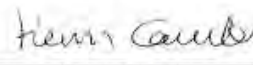
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability/Errors and Omissions			PRA-1RE-2000470	12/15/2022	12/15/2023	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Nassau County Board of County Commissioners 76347 Veterans Way Suite 1010 Yulee FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

RED OAK APPRAISAL COMPANY

Commercial Liability, Commercial Auto and Umbrella Insurance Certificate

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/28/2022			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER George A Zellner Co 8950 Philips Hwy Suites 48 Jacksonville FL 32216-	CONTACT NAME: Certificates Desk PHONE (A/C, No, Ext): (904)356-1492 FAX (A/C, No): (904)354-4328 E-MAIL ADDRESS: certificates@zellnerinsurance.com						
INSURER(S) AFFORDING COVERAGE				NAIC #			
INSURER A: Nationwide Insurance Company				23787			
INSURER B: Auto-Owners Insurance Company				18988			
INSURER C:							
INSURER D:							
INSURER E:							
INSURER F:							
INSURED Red Oak Appraisal Company, Inc 8817 Southpoint Pkwy #201 Jacksonville FL 32216-							
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR I TR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		ACPBPOZ5905480095	02/02/2022	02/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOF Agg \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		5340854900	06/17/2022	06/17/2023	COMBINED SINGLE LIMIT (Per accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CERO <input type="checkbox"/> RETENTION \$			5340854901	06/17/2022	06/17/2023	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE PER STATUTE <input type="checkbox"/> OTH-ER EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Products-Completed Aggreg \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW		Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
CERTIFICATE HOLDER	CANCELLATION						
Nassau County Board Of County Commissioners 76347 Veterans Way Suite 1010 Yulee FL 32097-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 						

RED OAK APPRAISAL COMPANY

Workers Comp Exemption



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/28/2021

EXPIRATION DATE: 5/28/2023

PERSON: STEVEN SLOTKIN

EMAIL: STEVE@REDOAKAPR.COM

FEIN: 454022929

BUSINESS NAME AND ADDRESS:

RED OAK APPRAISAL COMPANY, INC.

6817 SOUTHPOINT PARKWAY SUITE 2, 01

JACKSONVILLE, FL 32216

SCOPE OF BUSINESS OR TRADE:

Real Estate Appraisal
Company Outside Employees

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

E01317037

QUESTIONS? (850) 413-1609

EXHIBIT "C" - FEE SCHEDULE

RED OAK APPRAISAL COMPANY

TAB-4: REFERENCES

All references have been included in Attachment C under Tab 6.

TAB-5: APPRAISAL RATES

Jobs are typically bid based on complexity, on a fixed cost basis.

Hourly rates apply for legal work or if agreed upon with the client.

<u>Rates</u>	<u>Job Title</u>
\$150 per hour	Principals
\$100 per hour	Senior Associate Appraisers
\$75 per hour	Associate/Trainee Appraisers
\$60 per hour	Researcher

All rates include overhead, expenses, travel, etc.

FEDERAL PROVISIONS

FEDERAL PROVISIONS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition

Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

Age Discrimination Act of 1975

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be

FEDERAL PROVISIONS

denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

Contract Work Hours and Safety Standards Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Copeland “Anti-Kickback” Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

FEDERAL PROVISIONS

Davis-Bacon Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Debarment and Suspension

All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

FEDERAL PROVISIONS

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Patents and Intellectual Property Rights

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR

FEDERAL PROVISIONS

§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

Rehabilitation Act of 1973

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Nassau County may terminate any resulting contract should the Contractor fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Contractor violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in

FEDERAL PROVISIONS

any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out.

Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Domestic Procurement Preference.

As appropriate and to the extent consistent with law, Nassau County Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Telecommunications Huawei / ZTE Ban

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

RED OAK APPRAISAL COMPANY

ATTACHMENT F: E-VERIFY



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097

John Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt Farmer

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

ATTACHMENT "F"
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA
STATUTES

Project Name: Land Appraisal Services

Bid No./Contract No.: RFQ No. NC22-0450 RFQ

DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

RED OAK APPRAISAL COMPANY

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

RED OAK APPRAISAL COMPANY

EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Red Oak Appraisal Co. (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Red Oak Appraisal Company (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]

Print Name: Steven Slotkin

Date: 12/6/2022

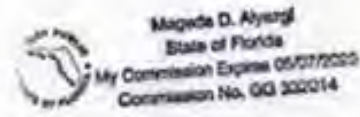
STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12/6/22 (Date) by Steven Slotkin (Name of Officer or Agent, Title of Officer or Agent) of Red Oak Appraisal Company (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Driver License as identification.

[Signature]
Notary Public

Magda D. Alyazgi
Printed Name



My Commission Expires: May 7, 2023

EXHIBIT "C"**FEDERAL PROVISIONS**

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

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Americans with Disabilities Act of 1990

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be

FEDERAL PROVISIONS

denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

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All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

Contract Work Hours and Safety Standards Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Copeland “Anti-Kickback” Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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Davis-Bacon Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Debarment and Suspension

All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Patents and Intellectual Property Rights

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR

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§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

Rehabilitation Act of 1973

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Nassau County may terminate any resulting contract should the Contractor fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Contractor violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in

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any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out.

Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Domestic Procurement Preference.

As appropriate and to the extent consistent with law, Nassau County Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Telecommunications Huawei / ZTE Ban

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.