

**NASSAU COUNTY PIGGYBACK AGREEMENT FOR
THE PURCHASE OF ONE (1) 48' COASTAL FAST RESPONSE VESSEL**

THIS NASSAU COUNTY PIGGYBACK AGREEMENT (hereinafter “Agreement”) is by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called “County” and **SILVER SHIPS, INC.**, located at 9243 Bellingrath Road, Theodore, Alabama 36582, hereinafter called “Vendor”.

WHEREAS, the County requires the following goods: one (1) 48’ Coastal Fast Response Vessel; and

WHEREAS, the Vendor has previously entered into a Contract with the General Services Administration cooperative pricing under contract number 47QSWA18D009G, (hereinafter “Lead Contracting Agency”), pursuant to a formal competitive procurement process for the same goods (hereinafter “Original Contract”), a copy of which is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, Section 1-141(d)(3) of the Nassau County Code of Ordinances, Purchasing Policy, allows for piggybacking for the same goods and/or services; and

WHEREAS, the County desires to access the Original Contract with the Vendor for the acquisition of said goods and services in accordance with the terms of the Exhibit “A”; and

WHEREAS, the County has contemporaneously entered into a separate Contract with Vendor for the purchase of additional parts for the Response Vessel that are not covered under contract number 47QSWA18D009G; and

WHEREAS, the County is purchasing the goods at least in part with federal funds through the Fiscal Year 2024 Port Security Grant Program.

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

SECTION 1. Recitals.

1.1 The 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 the exhibits incorporated into and made part of this Agreement:

Exhibit “A” ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCY FOUND AT

<https://www.gsaelibrary.gsa.gov/ElibMain/home.dohttp://www.gsaelibrary.%2520gsa.gov/ElibMain/contractClauses.do?scheduleNumber=MAS&contractNumber=47QSWA18D009G&contractorName=SILVER+SHIPS%2C+INC&duns=FQX1AMM39BH6&source=ci&view=clauses>, LAST VISITED ON OCTOBER 24, 2024, A COPY IS ON FILE

WITH THE NASSAU COUNTY PROCUREMENT DEPARTMENT

Exhibit “B” VENDOR’S QUOTE

Exhibit “C” INSURANCE DOCUMENTS

Exhibit “D” FEDERAL REQUIREMENTS

Exhibit “E” ANTI-HUMAN TRAFFICKING AFFIDAVIT

SECTION 3. Prices, Parties and Additional Terms and Conditions.

3.1 The Vendor shall be compensated in an amount not to exceed One Million, One Hundred Four Thousand, Seven Hundred Sixty Three Dollars and 74/100 (\$1,104,763.74) in accordance with Vendor’s Quote attached hereto and incorporated herein as Exhibit “B.” The Vendor’s Quote shall reflect the pricing under the same terms and conditions as contained in Exhibit “A” or lower if needed but, cannot exceed the pricing listed in Exhibit “A”.

3.2 All references to the Lead Contracting Agency in Exhibit “A” shall for the purpose of this Agreement be replaced with the words of “Nassau County” or “County”.

3.3 Any additional terms or conditions not set forth in this Agreement or any attachments whether submitted purposely or inadvertently, shall have no force or effect. In the event of any conflict between the terms of this Agreement and the terms of the Original Contract or any attachments, the terms of this Agreement shall prevail.

SECTION 4. Term of Agreement.

4.1 Notwithstanding any other provision of the Original Contract to the contrary, the term of this Agreement shall begin upon the date fully executed and end on September 9, 2028. The County Manager is hereby authorized to execute any Agreement renewal, amendment and/or modification upon approval by the County Attorney’s Office. Any extension or amendment to this Agreement shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

SECTION 5. Termination for Default.

5.1 If the Vendor fails to perform any of its obligations under this Agreement, 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 Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement.

5.2 Upon termination of this Agreement, the Vendor 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; and (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 6. Termination for Convenience.

6.1 The County reserves the right to terminate this Agreement in whole or part by giving the Vendor 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 Vendor 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 Agreement shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor 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 7. Public Records.

7.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that the Vendor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor 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 Agreement if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor 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 County.
- e. A request to inspect or copy public records relating to a Nassau County Agreement must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to the Vendor maintaining the public records, then Nassau County shall immediately notify the Vendor of the request for records. The Vendor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If the Vendor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the Agreement provisions herein for failure to comply with the terms of the Agreement. Any Vendor 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.

- f. If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:
 - (a) The Court determines that the Vendor 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 Vendor has not complied with the request, to the County and to the Vendor.
- g. A notice complies with this Section, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 11.1 hereinbelow.
- h. If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.
- i. In reference to any public records requested under this Agreement, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor 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."
- j. In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary

designated materials.

- k. The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor 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 Vendor'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 Vendor's designation of material as exempt from public disclosure.

SECTION 8. E-Verify.

8.1 The Vendor 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 Vendor during the term of this Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Agreement), the Vendor 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.

8.2 The Vendor 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 Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Agreement.

8.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of

the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Agreement.

SECTION 9. Prompt Payment Act.

9.1 All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

SECTION 10. Notices.

10.1 All notices to the County under this Agreement shall be deemed served if sent in a manner requiring signed receipt of delivery, such as Federal Express, or if mailed, Registered or Certified Mail, return receipt requested as follows:

Point of Contact: Brady Rigdon, Fire Chief

Address: 96160 Nassau Place

Yulee, Florida 32097

Telephone Number: (904) 530-6600

E-mail Address: brigdon@nassaucountyfl.com

SECTION 11. Fiscal Funding.

11.1 This Agreement is subject to the availability of the County funding for each item and obligation and may be terminated without liability, penalty or further obligation other than payment of fees then due and owing.

SECTION 12. Indemnification.

12.1 The Vendor 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 Vendor or any persons employed or utilized by the Vendor, in the performance of this Agreement. The Vendor 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 Vendor's performance under this Agreement.

SECTION 13. Insurance.

13.1 The Vendor shall provide and maintain at all times during the term of this Agreement, 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 "C". The policy limits required are to be considered minimum amounts.

13.2 The Vendor 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 14. Independent Vendor Status.

14.1 The Vendor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

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

SECTION 15. Taxes, Liens, Licenses and Permits.

15.1 The Vendor 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 Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor 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.

15.2 The Vendor shall secure and maintain all licenses and permits required to perform the services under this Agreement 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 Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

15.3 The Vendor 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 Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Agreement.

SECTION 16. Assignment.

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

SECTION 17. Compliance with Laws.

17.1 The Vendor agrees to comply with all applicable federal, state and local laws, rules and regulations during the term of this Agreement, including but not limited to those Federal Requirements attached hereto as Exhibit "D" and made a part hereof, which are required based on the federal funds received for the purchase of goods under this Agreement.

SECTION 18. Governing Law and Venue.

18.1 This Agreement shall be interpreted and construed in accordance with the laws of the Statue of Florida with Venue for any action brought in Nassau County, Florida.

SECTION 19. Severability.

19.1 If any section, subsection, sentence, clause, phrase, or portion of this Agreement 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 20. Human Trafficking Affidavit.

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

(Remainder of page intentionally blank. Signature page follows.)

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

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY, FLORIDA

By: A.M. "HUPP" HUPPMANN
Its: CHAIRMAN
Date: 1-13-25

Attest as to authenticity of the
Chair's signature:

MITCH L. KEITER
Its: Ex-Officio Clerk

EM Approved as to form and legality by
the Nassau County Attorney

Denise C. May, Esq., BCS 12/26/2024
DENISE C. MAY

VENDOR:

SILVER SHIPS, INC.

Steven Clarke

By: Steven Clarke
Its: Owner/CEO
Date: 12/16/2024

OpenMkt: \$30,236.26 Purchase through open market Single Source contract

Exhibit "B" VENDOR'S QUOTE



Salesperson: David Hunt
 Email: dhunt@silverships.com
 Phone Office: (251) 459-8320
 Phone Cell: (251) 472-7290

Quote Number: 2519
 Quote Date: 10/24/24
 Quote Expires: 11/23/24

Customer: Nassau County FL Fire
 email: David D. Lee <dlee@nassaucountyfl.com>

GSA Contract Number:
 47QSWA18D009G

FSS	Part	Description	Government Price	Qty	Extended
Base Boat					
GSA	CFRB48 CFRB 48		\$ 534,850.00	1	\$ 534,850.00
Propulsion Engines					
GSA	ERC-1400010€ 400XXXL Verado 35, DTS		\$ 31,284.00	1	\$ 31,284.00
GSA	ERC-1400011C 400CXXXL Verado 35, DTS		\$ 31,686.00	1	\$ 31,686.00
GSA	ERC-1400010€ 400XL Verado 25, DTS		\$ 29,886.00	1	\$ 29,886.00
GSA	ERC-1400010€ 400CXL Verado 25, DTS		\$ 30,282.00	1	\$ 30,282.00
Propulsion Installation					
GSA	MER04-A (V1C Quad Outboard Engine Rigging Kit and Installation, Mercury w/AMS (V10 Verado)		\$ 46,455.00	1	\$ 46,455.00
GSA	PST006 Upgrade to Mercury JPO		\$ 28,785.00	1	\$ 28,785.00
Painting and Graphics					
GSA	PAINT7 Single Color Paint (Custom Color)		\$ 270.00	20	\$ 5,400.00
Hull Options					
GSA	HU0034 Heavy Duty Engine Guard with Stokes Storage		\$ 2,869.00	1	\$ 2,869.00
GSA	HU0042 Heavy Duty Tow Post, Medium		\$ 1,216.00	1	\$ 1,216.00
Open Mkt	HU0082 Zipwake 450S Dynamic Trim Control System (X32)		\$ 5,681.00	1	\$ 5,681.00
GSA	HU0062 Push Knees 30'- 39'		\$ 3,990.00	1	\$ 3,990.00
GSA	HU0040 Heavy Duty Tow Post, Small		\$ 798.00	1	\$ 798.00
Console and Seating Options					
GSA	CAS017 Upgrade one Bostrom Suspension Seat to Shockwave S5 with Flip Up Bolster Seat		\$ 2,375.00	3	\$ 7,125.00
GSA	CAS014 Roof Mounted Radar/Lightbar Arch		\$ 760.00	1	\$ 760.00
GSA	CAS012 Tow Line Reel		\$ 665.00	1	\$ 665.00
Head and Galley					
Open Mkt	HEG032 Fresh Water Washdown System, 24 Gal		\$ 3,135.00	1	\$ 3,135.00
Open Mkt	HEG010 Manual Toilet, 9 Gal BW (requires fresh water system)		\$ 1,330.00	1	\$ 1,330.00
Open Mkt	HEG018 Ambassador Stainless Sink - UPDATE BEFORE USING		\$ 570.00	1	\$ 570.00
GSA	HEG030 Raw Water Washdown		\$ 1,045.00	1	\$ 1,045.00
Electrical Systems DC					
GSA	EDC003 Courtesy Light Package - 4 Hella Round (Black Housing / Red Light)		\$ 551.00	2	\$ 1,102.00
GSA	EDC009 Flood Light - Lumitec CapreraLT 1000 Lumens		\$ 399.00	2	\$ 798.00
GSA	EDC021 Light Package - Eight Whelen ION Series Super LED, (color TBD)		\$ 1,900.00	1	\$ 1,900.00
GSA	EDC026 Siren Hailer Package - Whelen WPA-3 Control Head, WPA 112 Amp and Speaker		\$ 2,489.00	1	\$ 2,489.00
GSA	EDC031 Cabin Fan - Maradyne 3000 Series Heavy Duty Steel		\$ 380.00	4	\$ 1,520.00
GSA	EDC034 Fan - Windshield, Heated		\$ 323.00	2	\$ 646.00
GSA	EDC032 12V DC Socket and Dual USB Charger		\$ 209.00	2	\$ 418.00
GSA	EDC020 Under Water Light - Lumitec SeaBlaze Mini Spectrum		\$ 798.00	6	\$ 4,788.00
GSA	EDC022 Mini Lightbar Package - Whelen Mini Freedom LED Lightbar and Two Whelen ION Series Light		\$ 3,230.00	1	\$ 3,230.00
GSA	EDC019 DuraBrite High Intensity Flood (Scene Light)		\$ 1,710.00	3	\$ 5,130.00
GSA	EDC014 Electric Remote Searchlight - Golight Stryker LED 320,000 Candela		\$ 1,140.00	2	\$ 2,280.00
GSA	EDC000 Dome Light Red/White - Hella EuroLED		\$ 399.00	4	\$ 1,596.00
GSA	EDC018 Hand Held Searchlight - AquaSignal Halogen with recepticle and stowage bracket		\$ 570.00	2	\$ 1,140.00
Electrical Systems AC					
GSA	EAC001 30A Shore Power System, for boat with Generator		\$ 4,180.00	1	\$ 4,180.00
GSA	EAC011 6 Kw Marine Generator System, Diesel		\$ 26,030.00	1	\$ 26,030.00
Open Mkt	EAC021 Smartplug Shorepower Cordset 30Ax50ft Upgrade		\$ 437.00	1	\$ 437.00
GSA	EAC033 Three Bank Battery Charger 36A		\$ 1,425.00	2	\$ 2,850.00
GSA	EAC035 Dial-A-Watt Marine Electric Heater 120V		\$ 2,337.00	1	\$ 2,337.00
GSA	EAC017 Additional 110 Volt Recepticles		\$ 798.00	3	\$ 2,394.00
GSA	EAC027 Marine Air Conditioner, 16,000 BTU, 115VAC		\$ 8,531.00	1	\$ 8,531.00
Communications and Navigation					
GSA	CAN002 Installation of CFE - UHF/VHF/AIS		\$ 1,102.00	2	\$ 2,204.00
GSA	CAN020 Raymarine Axiom Pro 16RVX w/ transom mount transducer		\$ 11,058.00	1	\$ 11,058.00
GSA	CAN023 Raymarine Axiom Pro 16RVX (second display)		\$ 8,227.00	1	\$ 8,227.00

GSA	CAN029	Raymarine Axiom Pro 12RVX (second display)	\$	5,586.00	1	\$	5,586.00
GSA	CAN044	Upgrade Raymarine RVX System to Thru-Hull Transducer	\$	2,774.00	1	\$	2,774.00
GSA	CAN047	Raymarine Add on Thru-Hull (Chirp Conical Sonar)	\$	570.00	1	\$	570.00
GSA	CAN053	Add on Raymarine Quantum 2 Q24D (Doppler) Radar	\$	3,268.00	1	\$	3,268.00
GSA	CAN062	Raymarine CAM220 IP Camera	\$	1,178.00	2	\$	2,356.00
GSA	CAN321	Raymarine eAIS5000 Transponder Bundle	\$	8,797.00	1	\$	8,797.00
GSA	CAN244	FLIR M364C Thermal Camera System - 30 Hz	\$	21,531.74	1	\$	21,531.74
GSA	CAN266	Standard Horizon GX6000 Quantum VHF Radio	\$	2,185.00	2	\$	4,370.00
GSA	CAN269	VHF, Standard Horizon - Hailer	\$	228.00	2	\$	456.00
GSA	CAN272	Standard Horizon Amplified External Speaker	\$	304.00	2	\$	608.00
Open Mkt	CAN310	Standard 200W - Two Speaker Stereo System (Rockford Fosgate)	\$	2,356.00	1	\$	2,356.00
Safety and Outfit Packages							
GSA	SAF007	Ring Buoy 30in w/ Bracket and Light	\$	722.00	1	\$	722.00
GSA	SAF011	ACR 2846 Globalfix IPRO CAT1 EPIRB	\$	1,007.00	1	\$	1,007.00
GSA	SAF012	Roll Control SCUBA Brackets (Qty 4)	\$	190.00	1	\$	190.00
GSA	SAF017	Stainless Telescoping Boarding Ladder (4-Step)	\$	646.00	1	\$	646.00
GSA	SAF035	Fabricated Open Rung Dive Ladder	\$	1,311.00	1	\$	1,311.00
GSA	SAF018	Carbon Monoxide Detector	\$	209.00	2	\$	418.00
Open Mkt	SAF010	Zico 1054 Load & Lock Walkaway Bracket	\$	285.00	3	\$	855.00
GSA	SAF006	Tow Line Package	\$	665.00	1	\$	665.00
Fire Systems and Accessories							
GSA	FS1500	Darley PSDE 1500 Fire System 1500GPM @ 150PSI	\$	131,480.00	1	\$	131,480.00
GSA	FS1501	PSDE 1500 Bronze Upgrade for Saltwater Use	\$	12,160.00	1	\$	12,160.00
GSA	FS1502	Upgrade to Pump Boss Control System (1500GPM)	\$	6,270.00	1	\$	6,270.00
GSA	FSVM02	TFT Manual Valve Under Monitor, Flange / Flange	\$	2,394.00	2	\$	4,788.00
GSA	FSVM05	VUM Outlet Option 2.5 in. NH Hydrant Valve	\$	1,007.00	3	\$	3,021.00
GSA	FSVM11	TFT Typhoon Manual Monitor 3.5 in. Discharge - Up to 1500 GPM	\$	5,168.00	2	\$	10,336.00
GSA	FSVM12	TFT Typhoon Electric Remote Monitor 3.5 in. Discharge - Up to 1500 GPM	\$	12,255.00	1	\$	12,255.00
GSA	FSVM20	Nozzle - Quad Stacked Tips 3.5 in. F	\$	1,349.00	1	\$	1,349.00
GSA	FSVM24	Nozzle - Master Stream Electric Remote 3.5 in. - Up to 1500 GPM	\$	2,717.00	1	\$	2,717.00
Additional Options							
Open Mkt	AO3	MASTER STREAM 1500 W/HALO 3.5°F	\$	2,376.00	2	\$	4,752.00
Open Mkt	AO14	Vetus Bow Thruster	\$	8,004.00	1	\$	8,004.00
Open Mkt	AO5	Life Raft USCG/SOLAS Range - 6 Persons	\$	7,128.00	1	\$	7,128.00
Open Mkt	AO20	Reverso Automatic Outboard Flushing System	\$	2,886.00	1	\$	2,886.00
Open Mkt	AO1	DuraBrite Pro Series	\$	4,230.00	2	\$	8,460.00
Open Mkt	AO2	TFT VUM, 4" ANSI x 4.5" NHM with 90 deg Quick Disconnect Elbow, 5" Storz	\$	3,246.00	1	\$	3,246.00
Open Mkt	AO9	Mercury Joystick (Second Station)	\$	3,588.00	1	\$	3,588.00
Open Mkt	AO6	Hot Water Upgrade	\$	4,284.00	1	\$	4,284.00
Open Mkt	AO7	DuraBrite Glare Control Shields (2xPro, 2xMini)	\$	896.00	1	\$	896.00
Open Mkt	AO12	Fast Lube Oil Change System (Pump and Genset)	\$	1,986.00	1	\$	1,986.00
Open Mkt	AO13	Familiarization Training	\$	7,236.00	1	\$	7,236.00
Open Mkt	AO15	CBRN Protect - Cabin Filtration System	\$	8,070.00	1	\$	8,070.00
Open Mkt	AO16	CBRN Detect - Laurus MiniRad-V G2	\$	9,102.00	1	\$	9,102.00
Open Mkt	AO17	Custom Graphics Package	\$	2,627.00	1	\$	2,627.00
Open Mkt	AO8	Sionyx Nightwave	\$	3,300.00	1	\$	3,300.00
Open Mkt	AO19	Streamlight Vulcan Clutch	\$	444.00	2	\$	888.00
Open Mkt	AO21	Dewatering pump (small)	\$	1,812.00	1	\$	1,812.00
GSA	AO10	Thern Commander 1000 Davit w/manual winch	\$	9,414.00	1	\$	9,414.00
GSA	AO11	Flood Light - DuraBrite Nano Stack (Four)	\$	1,877.00	2	\$	3,754.00
Open Mkt	CFRB48-D	Discount to CFRB48	\$	81,512.24	-1	\$	(81,512.24)
Open Mkt	AO22	380-SR-HD-S (12' 6") INMAR Mehler Search & Rescue Inflatable Boat w/30HP Mercury 15"	\$	11,175.50	1	\$	11,175.50
Delivery							
Open Mkt	DEL003	Permit Load - Commercial Carrier	\$	7,944.00	1	\$	7,944.00
Training							
Price Summary							\$ 1,135,000.00

Terms & Conditions

1. Delivery is **TBD** days after completion of design phase and customer approval of the final design.
2. Quote is for Delivery to Customer Location by Silver Ships, Inc.
3. Payment Terms are: 40% down payment with Order due before start of Design phase; 40% progress payment due upon completion of Metal Fabrication (net 15 days); final payment for remainder (plus any contract additions) due upon receipt of vessel. Non-payment of any progress payment will result in the stop of work, and therefore the delay of the delivery date.

4. Manufacturers Statement of Origin (MSO) for Boat (and trailer, if applicable) will be issued upon receipt of Final Payment. Exceptions to this Policy may be subject to additional processing fees.
5. Vendor Parts Numbers, Model Descriptions, Specifications and Availability are subject to change. Silver Ships, Inc. reserves the right to substitute equipment with components of equal quality or value.
6. This quotation does not contain Sales Tax, Value Added Tax, Tariffs, Fees, and/or other Government charges that Silver Ships, Inc. may be required to Collect and Remit to your Locality. Such Charges will be in Addition to the Total Provided on this Quotation. Any such charges shall be identified at the time of the Sale and Added to the Invoice if so Required.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2024

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Ashley Spaulding, CISR PHONE (A/C, No, Ext): (251) 643-7043 FAX (A/C, No): (251) 473-9010 E-MAIL ADDRESS: ashley@thamesbatre.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Silver Ships, Inc. Post Office Box 1260 Theodore, AL 36590	INSURER A : Great American 26344 INSURER B : Auto-Owners Insurance Group 18988 INSURER C : Liberty Mutual Insurance 23043 INSURER D : Midwest Employers Casualty Co 23612 INSURER E : Alabama Self-Insured W/C Fund INSURER F :

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X	X	OMH 144 07 28	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Shiprepairers/Marine						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY	X	X	5477718600	9/28/2024	9/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB	X		ATAB9K3L004	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000						AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	PUAL129001	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Workers Compensation			P102338AL2024	1/1/2024	1/1/2025	Per Statute
A	Builders Risk			OMH 5769505 00	5/1/2024	5/1/2025	Hull/Builders Risk 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insurer D & E: COVERAGE FOR WORKERS COMPENSATION IS LIMITED TO THE PROVISIONS OF THE ALABAMA WORKERS COMPENSATION LAW.

With regard to Nassau County Board of County Commissioners:

General Liability:

Additional Insured provisions apply with respect to General Liability, subject to form GAI 2391 (06/16), if required by written contract.
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER Nassau County Board of County Commissioners 96135 Nassau Place 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
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ADDITIONAL REMARKS SCHEDULE

AGENCY Thames Batre' Insurance		NAMED INSURED Silver Ships, Inc. Post Office Box 1260 Theodore, AL 36590	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Waiver of Subrogation provisions apply with respect to General Liability, subject to form GAI 2392 (06/16), if required by written contract.

Automobile:

Additional Insured provisions apply with respect to Automobile Liability, subject to form 58504 (1-15), if required by written contract.

Waiver of Subrogation provisions apply with respect to Automobile Liability, subject to form 58583 (1-15), if required by written contract.

Workers Compensation:

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers' compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Workers Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder.

Exhibit "C" INSURANCE REQUIREMENTS

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor'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.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

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

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

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Vendor/Contractors shall purchase and maintain at the Subcontractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

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

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

Vendor/Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation, Employer's Liability, Auto Liability and Umbrella Liability insurance coverage meeting the same limit and requirements as the Contractors 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 and Umbrella Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **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, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor 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 Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor 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 Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors 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 Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Vendor/Contractor should maintain. Vendor/Vendor/Contractor 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 Vendor/Vendor/Contractor or any Sub-Vendor/Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Vendor/Contractor or Sub-Vendor/Vendor/Contractor 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 Vendor/Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

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.

Exhibit "E" ANTI-HUMAN TRAFFICKING AFFIDAVIT

COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS AFFIDAVIT

Section 787.06, Florida Statutes

Contract, contract renewals and contract extensions

Before me the undersigned authority, personally appeared David K Hunt, whom after being duly sworn, deposes and states:
Affiant

1. My name is David K Hunt and I am over the age of 18 years of age and I have personal knowledge of the matters set forth herein.
2. I am a corporate officer or other authorized person with Silver Ships Inc., a non-governmental entity. I assert and acknowledge that I have legal authorization to contractually bind the non-governmental entity.
3. The non-governmental entity does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Laws Affidavit and that the facts stated in it are true.

Further Affiant Sayeth Naught.

Signature: 

Firm Name: Silver Ships Inc.

Title: Director of Business Development

Date: 23 Oct 2024

Acknowledgment

STATE OF Alabama

COUNTY OF Mobile

The foregoing Affidavit was acknowledged before me by means of physical presence or [] online notarization this 23 day of October, 2024, by David K Hunt who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Signature: 

