

JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS



**INTENT AND GENERAL INFORMATION**

**REQUEST FOR PROPOSALS (RFP) FOR  
PUBLIC WILDLIFE MURAL  
RFP No. 2025-03**

**RFP ADVERTISE DATE: March 14, 2025**  
**RFP RELEASE DATE: March 14, 2025**  
**RESPONSE DUE DATE AND TIME: April 9, 2025 @ 5:00 P.M.**

**MAIL OR DELIVER RESPONSES TO:**  
**(*hand-delivery or express mail services*)**  
Jefferson County Board of County Commissioners

**ATTN: RFP 2025-03**  
450 W. Walnut Street  
Monticello, FL 32344

**EMAIL RESPONSES TO:**  
Theresa Sterling  
tsterling@jeffersoncountyfl.gov  
**SUBJECT LINE: RFP 2025-03**

**Contact:**  
Grants & Tourism Office  
Theresa Sterling  
450 W. Walnut St.  
Monticello, FL 32344  
850-342-0223  
tsterling@jeffersoncountyfl.gov

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**INTENT AND GENERAL INFORMATION**

Jefferson County, Florida through Request for Proposals No. 2025-03, is soliciting proposals from Florida Public Muralists or firms with the required expertise and capability to perform the services needed to install an Exterior Wildlife Mural on a brick building in downtown Monticello, Florida (“the Services”). The specific elements are included in the Scope of Services, Section 3.0, of this RFP.

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

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

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

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

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

**Honorarium**

Jefferson County, with a Mural Project Grant from the Florida Wildlife Corridor Foundation, will provide an artist honorarium of \$15,000.

A 50% deposit payment will be provided with a signed contract, and the 50% final payment will be disbursed at the completion of the mural.

## Eligibility Criteria

This RFP is available to any mural artist/firm/art collective based in Florida with documented professional paid experience in creating and installing large exterior public murals.

Selected artist(s) must be available and onsite to present the project to the community during a ribbon cutting/unveiling ceremony as determined by agreement amongst all parties, and with advance notice if the date changes.

Jefferson County reserves the right to photograph the work and/or the artist for documentation, education and publicity purposes without additional compensation. Artist(s)/firm will retain all Intellectual Property and Copyrights associated with the concept.

Proposers interested in the Work are instructed to submit either:

- One (1) original hard copy packet of its complete Proposal in accordance with this RFP. Hard copy submissions must include one (1) electronic copy on a USB flash drive;  
**OR**
- One (1) email containing all required attachments and its complete Proposal in accordance with this RFP.

Proposals must be received no later than **April 9, 2025 @ 5:00 P.M.**, unless otherwise changed through an addendum to this RFP, to the County Manager's Office at 450 W. Walnut St., Monticello, FL 32344. (Microsoft Word versions of all appendices can be requested from the County Manager's Office.) Hard copy Proposals received after this date and time will not be considered and shall remain unopened. Email submissions after this date and time will be documented as such and will not be considered.

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

### Additional Resources:

[www.floridawildlifecorridor.org/about](http://www.floridawildlifecorridor.org/about)  
[www.talltimbers.org](http://www.talltimbers.org)  
[www.facebook.com/JeffersonCountyFloridaTDC/](https://www.facebook.com/JeffersonCountyFloridaTDC/)  
[www.VisitJeffersonCountyFlorida.com](http://www.VisitJeffersonCountyFlorida.com)

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call the County Manager's Office at 850-342-0223 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Manager's Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

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The RFP and any addenda issued are available on the Jefferson County website at <http://www.jeffersoncountyfl.gov> or by contacting the County at 850-342-0223. All questions pertaining to this RFP should be submitted in writing in accordance with Section 1.1 of the RFP.

**SECTION 1.0 SCHEDULE OF EVENTS**

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

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

<b><i>Event</i></b>	<b><i>Date/Time</i></b>
Proposal Advertisement Date	March 14, 2025
Release of Request for Proposals	March 14, 2025
Questions Due from Prospective Bidders	March 26, 2025
Responses to Questions Due	April 2, 2025
<b>PROPOSALS DUE TO BOCC</b>	<b>April 9, 2025 @ 5:00 P.M.</b>
Evaluation by Design Selection Committee	April 11, 2025
Evaluation by City Historic Design Review Board	April 15, 2025
Posting of Intended Award	April 17, 2025
Board Consideration of Intended Award	May 1, 2025
Posting of Notice of Award	May 1, 2025
Earliest Possible Start Date	May 2, 2025
REQUIRED Mural Completion Date	<b>June 5, 2025 @ 9:00 PM</b>
Mural Unveiling Event*	TBD*

\*Mandatory Artist/Firm presence at the Mural Unveiling Event. Date and time to be agreed upon by Artist/Firm, Florida Wildlife Corridor Foundation and Jefferson County.

1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Theresa Sterling, Jefferson County Grants & Tourism, at [tsterling@jeffersoncountyfl.gov](mailto:tsterling@jeffersoncountyfl.gov).

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

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

**SECTION 2.0 CONE OF SILENCE**

2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date of **March 14, 2025** and will terminate upon issuance of Notice of Award. A violation of the “Cone of Silence” renders any award voidable at the sole discretion of the County Manager with approval from the Board of County Commissioners and may subject the potential Respondent/Consultant or representative to debarment.

- 2.2 The prospective Proposer shall not have any communication with any County officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFP Document(s)

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

#### **3.1 Overview**

The wildlife mural will be located on the exterior brick surface of a historic building located at 110 E. Dogwood Street, at the corner of E. Dogwood Street and US Highway 19 in Monticello, Florida, 32344.

Approximate measurements of the proposed mural wall: 14' high x 31' long, wrapping around one building corner.

Mural design must be unique to this project. To ensure the mural's content is accurate and effectively represents the Florida Wildlife Corridor and Jefferson County, up to three rounds of revisions must be included in the proposal at no extra cost to Jefferson County.

Mural materials must be appropriate for an exterior brick façade and must be capable of withstanding Florida weather conditions such as intense UV exposure, high humidity, high temperatures, heavy rain, high winds, etc.

Surface preparation and final graffiti-proof topcoat shall be included.

Artist(s) will be responsible for equipment rentals, lodging, meals and all other mural installment related costs throughout the project.

Artist(s) presence at mural unveiling, date and time to be agreed upon by the artist/firm, Jefferson County and the Florida Wildlife Corridor Foundation, is required. This event might take place after mural completion.

Artist(s) must be willing and available to meet, virtually or in person, with the Florida Wildlife Corridor Foundation to gain a comprehensive understanding of its mission and key information regarding Jefferson County's role in the Florida Wildlife Corridor and appropriate, accurate design content.

### **3.2 Theme**

The theme of this public mural is Native Florida Wildlife with a focus on Jefferson County flora and fauna, present and/or historic.

The Northern Bobwhite Quail must be incorporated into the mural design, as it is a vital species in Jefferson County and the Florida Wildlife Corridor and will be the iconic animal represented on promotional materials.

Color palette of the mural design must jibe with the current building color, parts of which will remain and will abut the mural.

## **SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS**

### **4.1 Overview**

- 4.1.1 The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.
- 4.1.2 Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer whose Proposal, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.
- 4.1.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.
- 4.1.4 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.

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

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

#### **4.2 Proposal Format**

Proposal shall be formatted as set forth in the Instructions to Proposers.

### **SECTION 5.0 PROPOSAL OPENING**

- 5.1 All Proposals will be reviewed by the Design Selection Committee on the date and time indicated in **Section 1.0, Schedule of Events** or as modified by Addendum.

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

- 6.1 Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Design



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Selection Committee authorized by the County. This Committee will review proposal documents and designs according to the Criteria in Section 6.6.

- 6.2 The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.
- 6.3 More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.
- 6.4 The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.
- 6.5 In ranking Proposals the Design Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP.
- 6.6 The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

<b>CRITERIA</b>	<b>Score</b>
<b>1. Mural Design, Use of Theme, Alignment with Existing Building and Setting</b>	40
<b>2. Relevant Experience, Qualifications and Past Projects</b>	20
<b>3. References</b>	10
<b>4. Understanding of Services to be Provided</b>	10
<b>5. Organization and Ability of Proposer to Execute Project</b>	10
<b>6. Budget</b>	10
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

- 6.7 The Design Selection Committee will rank and then forward the final selection to the City Historic Design Review Board. The City Historic Design Review Board will then have the power to approve the highest ranked proposal.

- 6.8 The City Historic Design Review Board is responsible for issuing a Certificate of Appropriateness, evidencing approval of an application to make a material change in the appearance of a designated historic property or of a property located within a designated historic district.
- 6.9 The County Manager and staff shall present the highest ranked Proposal approved by the City Historic Design Review Board in the form of an Agenda Request to the Jefferson County Board of Commissioners, who shall either accept or deny the recommendation as presented.

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

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

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

- 8.1 Definitions
- 8.2 Florida Public Records Law and Confidentiality
- 8.3 Procurement Challenges
- 8.4 Construction and Venue
- 8.5 Contract
- 8.6 Term of the Contract and Termination
- 8.7 Insurance Requirements and Bond Requirements

## **8.1 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

- 8.2.1. By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2 Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida

Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

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

### **8.3 Construction and Venue**

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

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

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

**8.4 Contract**

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

**8.5 Term of the Contract and Termination**

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

**8.6 Insurance Requirements and Bond Requirements**

- 8.6.1 Insurance Verification Requirements – See Appendix B, Section 4.  
The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

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1.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$100,000 each accident \$500,000 policy aggregate
2.	Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4.	Personal and Advertising Injury	\$250,000.00

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

8.6.2 Bond Requirements – there are no bonding requirements.

**8.7 Non-Appropriation of Funds**

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

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

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

## Request For Proposals

**LEGAL ADVERTISEMENT  
JEFFERSON COUNTY BOARD OF  
COUNTY COMMISSIONERS  
REQUEST FOR PROPOSALS (RFP) # 2025-03  
FOR:**

**Public Art Project - Wildlife Mural**

**Advertisement Begin Date: March 14, 2025  
Proposals Due Date/Time: April 9, 2025 at 5:00 p.m. EST**

The Jefferson County Board of County Commissioners ("County") is seeking proposals from qualified and experienced Mural Artists to design and install an exterior Public Mural at 110 E. Dogwood Street in downtown Monticello, Florida.

This project consists of designing a concept that depicts wildlife and the natural environment specific to Jefferson County and its place on the Florida Wildlife Corridor. Governor Ron DeSantis and the Florida Legislature created the Florida Wildlife Corridor Act in 2021.

Work scope includes design, surface preparation, installment using appropriate materials for an exterior public mural, final sealant, mural maintenance plan and community engagement requirements. The selected Muralist will consult with the Florida Wildlife Corridor Foundation, the funds grantor for this project, to ensure mission alignment and design content accuracy.

Scaled hard copy proposals for the above described project will be received at the Jefferson County Manager's Office, Attn: Theresa Sterling, 445 W. Palmer Mill Rd., Monticello, Florida 32344, until March 14, 2025 at 5:00 p.m. Eastern Standard Time (EST); or, proposals may be submitted via email to [tsterling@jeffersoncountyfl.gov](mailto:tsterling@jeffersoncountyfl.gov) by the same day and time. Hard copy proposals received after said time will be returned unopened; emailed proposals will be disqualified. Designs will be reviewed by committees on the dates specified in Section 1.0 - Schedule of Events in the RFP.

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

Theresa Sterling  
[tsterling@jeffersoncountyfl.gov](mailto:tsterling@jeffersoncountyfl.gov)  
(850) 342-0223

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

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

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call the County Manager's Office at (850) 342-0223 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Manager's Office via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

3/14

**AGREEMENT BETWEEN JEFFERSON COUNTY, FLORIDA**

**AND**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered as of the date signed by the last Party below (the “Effective Date”) by and between Jefferson County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 435 West Walnut Street, Monticello, Florida 32344, and \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide

**Design and Installation of An Exterior Public Wildlife Mural in Downtown Historic Monticello, Florida (“Services”); and**

**WHEREAS**, pursuant to the Jefferson County Purchasing Manual, the County issued an \_\_\_\_\_ to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as further detailed below.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Procurement \_\_\_\_\_ and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification;
- Attachment “E” – Anti-Human Trafficking Affidavit
- Attachment “F” – Countries of Foreign Concern Affidavit



**2. Services.** Contractor agrees to perform the following services:

**Design and Installation of an exterior Public Wildlife Mural in downtown Historic Monticello, Florida.**

The following tasks will be required for this project:

The wildlife mural will be located on the exterior brick surface of a historic building located at 110 E. Dogwood Street, at the corner of E. Dogwood Street and US Highway 19 in Monticello, Florida, 32344.

Mural design must be unique to this project. To ensure the mural's content is accurate and effectively represents the Florida Wildlife Corridor and Jefferson County, up to three rounds of revisions must be included in the proposal at no extra cost to Jefferson County.

Mural materials must be appropriate for an exterior brick façade and must be capable of withstanding Florida weather conditions such as intense UV exposure, high humidity, high temperatures, heavy rain, high winds, etc.

Surface preparation and final graffiti-proof topcoat shall be included.

Artist(s) will be responsible for equipment rentals, lodging, meals and all other mural installment related costs throughout the project.

Artist(s) presence at mural unveiling, date and time to be agreed upon by the artist/firm, Jefferson County and the Florida Wildlife Corridor Foundation, is required. This event might take place after mural completion.

Artist(s) must be willing and available to meet, virtually or in person, with the Florida Wildlife Corridor Foundation to gain a comprehensive understanding of its mission and key information regarding Jefferson County's role in the Florida Wildlife Corridor and appropriate, accurate design content.

The mural must be completed no later than 9:00 PM on June 5, 2025.

The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The term of this Agreement shall begin on the Effective Date and end at the earlier of completion of the Services set forth in Section 2 above or July 1, 2026, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of

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Section 20 entitled “Indemnification and Waiver of Liability” shall survive termination of this Agreement.

This agreement may not be renewed.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

a. Contractor shall submit an invoice to the County upon \_\_\_\_\_. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

The following are reimbursable expenses associated with this Agreement:

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County’s performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County’s credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**5. Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be

approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

**6. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment “B” attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

**7. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor \_\_\_\_ (\_\_\_\_) days to cure such default. If the default remains uncured after \_\_\_\_ (\_\_\_\_) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
  - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Second Judicial Circuit in and for Jefferson County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

**9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Chapter 119, Florida Statutes. Contractor must comply with the public records laws, Chapter 119, Florida Statutes. specifically Contractor must:

- 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 chapter 119 Florida Statutes 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 contractor 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 contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the 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.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT \_\_\_\_\_.**

**10. Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**11. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

<b>If to the County:</b>		<b>With a copy to:</b>
<b>If to the Contractor:</b>		

**12. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability

of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

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e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
2. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**16. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**17. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**18. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**19. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**20. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**21. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**22. Required State Provisions**

- a. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any



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contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

b. United States-Produced Iron and Steel. Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or \$2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

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

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

of concern. The required affidavit, which must be signed by a duly authorized officer or representative of Contractor, is attached hereto as Attachment “F”.

**23. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**24. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**25. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**WITNESS:**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

---

**ATTEST:**

**JEFFERSON COUNTY, FLORIDA**

\_\_\_\_\_

BY: \_\_\_\_\_

**Attachment “A”**

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**Attachment “B”  
Insurance Requirements**

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