

# **SANTA ROSA COUNTY, FLORIDA**



## **ITB 23-018 Livestock Collection and Boarding Services**

**March 2023**

**OWNER: BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER  
KERRY SMITH  
JAMES CALKINS  
RAY EDDINGTON  
COLTEN WRIGHT**

**-DISTRICT I  
-DISTRICT II  
-DISTRICT III  
-DISTRICT IV  
-DISTRICT V**

**SECTION I.**  
**Invitation to Bid**

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# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1859 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## MEMORANDUM

TO: Company Addressed DATE: March 1, 2023

FROM: Santa Rosa County Procurement Office

SUBJECT: **ITB 23-018 Livestock Collection and Boarding Services**

Notice is hereby given that the Santa Rosa County Board of County Commissioners will receive sealed bids from qualified contractors to perform the service of collecting, restraining, transporting and boarding livestock that are found to be roaming at-large or are taken into custody as part of an animal cruelty investigation.

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and **must be received by 10:00 a.m. on March 29, 2023** at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "**ITB 23-018 Livestock Collection and Boarding Services**". Please provide the original proposal, labeled "ORIGINAL", and one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: [www.santarosa.fl.gov/391/Procurement-Office](http://www.santarosa.fl.gov/391/Procurement-Office) "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at [bidinfo@santarosa.fl.gov](mailto:bidinfo@santarosa.fl.gov) prior to **12:00 p.m. on March 15, 2023**.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida.

**SECTION II.**  
**STD INSTRUCTIONS, SUBMITTAL REQUIREMENTS**  
**AND GENERAL REQUIREMENTS**

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# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **PRE-BID ACTIVITY**

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; [Bidinfo@santarosa.fl.gov](mailto:Bidinfo@santarosa.fl.gov).

All questions or inquiries must be received no later than the last day for questions stated in the ITB & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

## **PROPOSED SCHEDULE**

Invitation to Bid Published	March 1, 2023
Deadline for Questions	March 15, 2023 @ 12:00 p.m.
Bids Due (no later than)	March 29, 2023 @ 10:00 a.m.

## **PREPARATION OF BID**

A Bid form is included in these specifications. The Owner may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a 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

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in bid submissions.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The Bid shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Bids must include lump sum pricing. Use Bid Form provided in this document. All proposed fees and costs must be broken down and disclosed in the bid.

### **SUBMITTAL OF BID**

A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be sealed and clearly labeled with the words "**TTB 23-018 Livestock Collection and Boarding Services**", name of bidder and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

Each contractor's submittal shall include all the items listed on the Bidders Submission Checklist, in order, with the Checklist on the top of the submission.

### **INTEGRITY OF BID DOCUMENTS**

Respondents shall use the original Bid documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **WITHDRAWAL OF SUBMITTALS**

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

## **INTERPRETATION**

No oral interpretation will be made to any Bidder as to the meaning of the drawings or specifications. Every interpretation made to a Bidder will be in the form of an Addendum to the specifications. Addenda will be furnished to each Bidder, but it shall be the Bidder's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

## **BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All bids will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the bid opening. The County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

## **CONDITIONAL & INCOMPLETE BIDS**

Santa Rosa County specifically reserves the right to reject any conditional bid.

## **ADDITION/DELETION OF ITEM**

The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

## **SPECIFICATION EXCEPTIONS**

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

## **FAMILIARITY WITH LAWS**

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **EXAMINATION OF DOCUMENTS AND SITE**

Before submitting their proposal, the Bidder shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Bidder shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

## **RIGHT TO REJECT PROPOSAL**

The Owner reserves the right to waive informalities in bids to reject any or all bids with or without cause and accept the bid that in its judgment is in the best interest of the County.

## **DISQUALIFICATION OF RESPONDENTS**

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

## **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## **REVIEW OF PROCUREMENT DOCUMENTS**

Per Florida Statute 119.071 (1) 2, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids,

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

proposals, or final replies, whichever is earlier.

### COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (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; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

**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 (850) 983-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov); 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.**

### SUSPENSION OR TERMINATION FOR CONVENIENCE

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.

### FAILURE OF PERFORMANCE/DELIVERY

In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **AUDIT**

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

## **NON-COLLUSION**

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

## **PUBLIC ENTITY CRIME INFORMATION**

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

## **INVESTIGATION OF RESPONDENT**

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

## **CONE OF SILENCE CLAUSE**

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **EVALUATION OF BIDS AND AWARD OF CONTRACT**

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Bids, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Bidders, the County may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Bid Form.

Santa Rosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

Santa Rosa County reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately, and no attempt is to be made to tie any item or items to any other item or items.

## **FORM OF AGREEMENT:**

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

Contractor is responsible for submitted along with their response any exceptions it has to the standard terms of contract, within the attached sample contract. Failure to submit exceptions at time of submittal of the response will be considered a waiver by bidder to contest or request exception to the contract provisions. Any exceptions to the standard terms of contract will be taken into consideration as part of the County's review of the response. The County reserves the right to reject bids depending on the substance of the exceptions.

**SECTION III.**  
**SANTA ROSA COUNTY DOCUMENTS AND FORMS**

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# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1859 procurement@santarosa.fl.gov

## BID SUBMISSION CHECKLIST

### ITB 23-018 Livestock Collection and Boarding Services

Contractor: \_\_\_\_\_

- \_\_\_\_\_ Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- \_\_\_\_\_ 1 Original Bid Package and 1 Electronic Copy in .pdf on a CD or USB Drive
- \_\_\_\_\_ Bid Submittal Checklist attached to top of Original Bid Package
- \_\_\_\_\_ Bid Form
- \_\_\_\_\_ Cone of Silence
- \_\_\_\_\_ Sworn Statement Public Entity Crimes
- \_\_\_\_\_ Debarment Form
- \_\_\_\_\_ References Form
- \_\_\_\_\_ Conflict of Interest Form
- \_\_\_\_\_ Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- \_\_\_\_\_ Proof of Registration with State of Florida Division of Corporations (Sunbiz.org)
- \_\_\_\_\_ Addendum (s) if any

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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## CONE OF SILENCE FORM

*SRC Procurement Form COS 013\_01\_091619*

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, \_\_\_\_\_ representing \_\_\_\_\_  
(Print) (Company)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

\_\_\_\_\_  
(Signature)



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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## SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

*SRC Procurement Form SSPEC 016 01 091619*

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

1. This sworn statement is submitted with Bid, Proposal or Contract for: \_\_\_\_\_  
\_\_\_\_\_
2. This sworn statement is submitted by, \_\_\_\_\_, whose business address is, \_\_\_\_\_, and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

STATE OF FLORIDA  
COUNTY OF: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Notary Public



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## DEBARMENT FORM

*SRC Procurement Form Debar 022\_00\_082719*

### Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Solicitation Name \_\_\_\_\_ # XX-XXX \_\_\_\_\_



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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## REFERENCES FORM

*SRC Procurement Form Memo 024\_00\_082719*

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME \_\_\_\_\_  
PROPOSAL POINT OF CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

### REFERENCE I.

PROJECT NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PROJECT COST: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

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List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

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# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## REFERENCE II.

PROJECT NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PROJECT COST: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

\_\_\_\_\_  
\_\_\_\_\_

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

\_\_\_\_\_  
\_\_\_\_\_

## REFERENCE III.

PROJECT NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PROJECT COST: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

\_\_\_\_\_  
\_\_\_\_\_

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

\_\_\_\_\_  
\_\_\_\_\_



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## REFERENCE IV.

PROJECT NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PROJECT COST: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

\_\_\_\_\_  
\_\_\_\_\_

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

\_\_\_\_\_  
\_\_\_\_\_

## REFERENCE V.

PROJECT NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PROJECT COST: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

\_\_\_\_\_  
\_\_\_\_\_

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

\_\_\_\_\_  
\_\_\_\_\_



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONFLICT OF INTEREST DISCLOSURE FORM

*SRC Procurement Form COS 027\_00\_091319*

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Name(s)

Position(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

PHONE NO: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Date: \_\_\_\_\_

**Santa Rosa County**  
**Standard Insurance Requirements**  
**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
  - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

Additional Insurance Checklist

“If coverage requirements on this checklist are checked and if those limits of the specific coverage are higher, then those limits must be purchased and proof of coverage on COI provided”. Coverages on this checklist are in addition to the standard required county coverages.

Proposal/Project Reference: \_\_\_\_\_

Required Coverage (Marked by “X”)	Minimum Limits
1. <input type="checkbox"/> Workers Compensation Proprietor/Executive Officers Exclusion not allowed	\$100,000. Employers Liab. \$100,000. Accident –Disease \$500,000. Disease policy Limit
2. <input type="checkbox"/> Commercial General Liability Including Premises operations-Products completed ops Contractual Liability and Personal and advertising Liability	\$1,000,000. CSL \$2,000,000. Annual Aggregate
3. <input type="checkbox"/> Automobile Liability – including Hired and Non-Owned	\$1,000,000. CSL
4. <input type="checkbox"/> Professional Liability coverage	\$1,000,000. Per Occurrence
5. <input type="checkbox"/> Asbestos Removal Liability	\$2,000,000. Per Occurrence
6. <input type="checkbox"/> Medical Malpractice	\$1,000,000 Per Occurrence
7. <input type="checkbox"/> Garage Liability	\$1,000,000. BI/PD- Occurrence
8. <input type="checkbox"/> Garage Keepers Liability	\$500,000. Comprehensive \$500,000. Collision
9. <input type="checkbox"/> Inland Marine- Bailee’s Insurance	\$ _____
10. <input type="checkbox"/> Moving and Rigging Floater	Endorsement to CGL
11. <input type="checkbox"/> Crime/Dishonesty Bond	\$ _____
12. <input type="checkbox"/> Builders Risk/Installation Floater – Provide coverage in Full amount of Contract.	
13. <input type="checkbox"/> Owner’s Protective Liability	\$ _____

14. \_\_\_\_ Excess/Umbrella Liability

\$ \_\_\_\_\_

#### General Requirements

- A. Carrier rating shall be A.M. Best rating of B++V or Better.
- B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.
- C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation.

Approved by the BOCC March 23, 2021

**SECTION IV.**  
**PROJECT MANUAL, SPECIFICATIONS, PLANS AND**  
**SUPPORTING DOCUMENTATION**

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## **Scope of Work**

The Santa Rosa County Board of County Commissioners is seeking qualified contractors to perform the service of collecting, restraining, transporting and boarding livestock for the County that are found to be roaming at-large or are taken into custody as part of an animal cruelty investigation. The Contractor shall also agree to board animals until further disposition at the agreed upon daily rate for the particular type of animal. The Contractor agrees to properly house and care for all impounded animals as described in this Scope of Work.

The Contractor may be contacted by Santa Rosa County Animal Services or Santa Rosa County Sheriff's Office to request service.

The awarded Contractor will:

- 1) Provide appropriate feeding and medical care for the animals, taking into consideration that some may have medical issues created by abuse or neglect.
- 2) Provide prompt and timely response to calls for service.
- 3) Provide assistance to the County regarding the placement of unclaimed animals with rescue organizations or adopters. Once the Contractor is provided authorization from the County for an individual or group to take possession of an animal(s), the Contractor can release the animal(s) to those specified by the County. In the event that livestock is to be sold at public sale or auction, the Contractor will provide assistance with the sale as directed by the Santa Rosa County Animal Services and/or Santa Rosa County Sheriff's Office. The Contractor will transport animals to the nearest livestock sale and request that all proceeds for the sale are paid to the County with appropriate paperwork accompanying payment. The paperwork should include the Animal ID Number, description, to whom it was sold, and the price.

The awarded Contractor will:

- 1) Maintain impounded and boarded livestock within Santa Rosa County, Florida.
- 2) The area where the animals are to be boarded must be large enough to maintain up to 20 large animals (horse, cattle, etc.) in the event of a large confiscation.
- 3) The livestock officer should reside in Santa Rosa or Escambia County or to be able to respond in a timely manner.
- 4) Obtain approval from the County for veterinary services or other services not covered in this solicitation. In the event of an emergency, the Contractor will notify the County of any expenses with twenty-four (24) hours.
- 5) Be available at all times (or their designee) twenty-four (24) hours per day, seven (7) days per week.

- 6) The Contractor shall provide contact information for themselves and any designee to both Santa Rosa County Animal Services and Santa Rosa County Sheriff's Office. The Contractor will provide prompt and timely response to calls for service.
- 7) Provide a monthly report to Santa Rosa County Animal Services regarding impounded and boarded livestock.
  - a) Description of animal, including brand, if any, tattoo, or other identifiable characteristics;
  - b) Where and when found;
  - c) Where impounded;
  - d) If unclaimed, the date transferred to the public livestock market and/or the date of the public sale; and
  - e) Records of all expenses incurred in impounding the animal, the purpose of which is to enable recovery of the same as authorized by law, in the event said animal is either sold at public sale or claimed by the lawful owner thereof.

### **Contractor Qualifications**

The Contractor shall:

- 1) Be experienced in the safe handling and care of a variety of livestock.
- 2) Be able to recognize common medical concerns in the animals and ensure that any issues are addressed.
- 3) Have an understanding of livestock sales and auctions.
- 4) Have the appropriate Florida Driver's License and be able to safely operate a large truck and trailer.
- 5) Have proper land, shelter, and housing to board the animals.
- 6) Be able to provide the necessary care for all boarded animals on a daily basis.
- 7) Be able to reasonably perform the duties of this contract and is expected to be available for on-call service at all times, twenty-four (24) hours per day, seven (7) days per week.
- 8) Carry auto and liability insurances as required by Santa Rosa County.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1859 procurement@santarosa.fl.gov

## BID FORM

(May be copied by the Bidder on his own letterhead)

TO: Santa Rosa County Procurement Department  
Attention Procurement Office  
6495 Caroline Street, Suite L  
Milton, Florida 32570

REFERENCE: **ITB 23-018 Livestock Collection and Boarding Services**

To whom it may concern,

I, \_\_\_\_\_ have received and reviewed the Bidding Documents consisting of Drawings and Specifications (Project Manual) entitled **ITB 23-018 Livestock Collection and Boarding Services**, prepared by Santa Rosa County.

I have also received Addenda Numbers \_\_\_\_\_ and have included their provisions in my Bid.

In submitting the Bid, I agree:

1. To hold my bid in full force and effect for a period of sixty (60) calendar days after the time of the opening of this Bid.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Guarantee.
3. To enter into and execute a Contract within 10 (ten) calendar days after said Contract is delivered to me, if awarded on the basis of this Bid.
4. To accomplish the work in accordance with the Contract Documents.
5. To commence work under this Contract on or before a date to be specified in written "Notice of Proceed" by the Procurement Office.

Bid Item	Description	Bid Amount per Time Period
Item #1	Monthly Stipend	Per Month
Item #2	Boarding Fee for Small Livestock (goats, sheep, pigs, hogs, etc.)	Per Day
Item #3	Boarding Fee for Large Livestock (cows, horses, mules, donkeys, etc.)	Per Day
Item #4	Boarding Fee for Stud Horses	Per Day



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1859 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

Respondent's Company Name: \_\_\_\_\_

Physical Address & Phone #: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person (Typed-Printed): \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Email address: \_\_\_\_\_

Federal ID or SS #: \_\_\_\_\_

Respondent's License #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Emergency #'s After Hours,  
Weekends & Holidays: \_\_\_\_\_

Exhibit "A"

CHAPTER 588

LEGAL FENCES AND LIVESTOCK AT LARGE

- 588.01 Requirements of general fence.
- 588.011 Legal fence; requirements.
- 588.09 Legally enclosed land; fenced and posted.
- 588.10 Posted notices; requirement.
- 588.11 Owner to maintain fences and notices.
- 588.12 Livestock at large; legislative findings.
- 588.13 Definitions.
- 588.15 Liability of owner.
- 588.16 Authority to impound livestock running at large or strays.
- 588.17 Disposition of impounded livestock.
- 588.18 Livestock at large; fees.
- 588.19 Failure to secure purchaser or insufficient funds to defray certain costs.
- 588.20 Report of sale and disposition of proceeds.
- 588.21 Duty of commissioners to provide places for impounding of livestock and transportation of same.
- 588.22 Duty of impounder.
- 588.23 Right of owner.
- 588.24 Penalty.
- 588.25 Application; limitation.

588.01 Requirements of general fence.—All fences or enclosures of land shall be substantially constructed, whether with rails, logs, post and railing, iron, steel, or other material, and not less than 5 feet high; to the extent of 2 feet from the ground there shall not be a space between the material used in the construction of any fence greater than 4 inches; provided, that when any fence or enclosure shall be made with a trench or a ditch, the same shall be 4 feet wide; and in that case the fence shall be 5 feet high from the bottom of the ditch to the top of the fence.

History.—RS 875; s. 1, ch. 5038, 1901; GS 1233; RGS 2364; CGL 3773.

588.011 Legal fence; requirements.—

- (1) Any fence or enclosure at least 3 feet in height made of barbed or other soft wire consisting of not less than three strands of wire stretched securely on posts, trees, or other supports, standing not more than 20 feet apart; or when using battens, up to 60 feet apart for nonelectric and 150 feet apart for electric, if constructed with high tensile wire in accordance with the manufacturer's specifications, shall be considered as a legal fence.
- (2) Any fence or enclosure made of any other material which meets substantially the minimum requirements or specifications mentioned in subsection (1) shall be considered as a legal fence.
- (3) Legal fences may include gateways or openings therein provided:
  - (a) That any such gateways shall be equipped with gates which are so constructed as to meet the minimum requirements or specifications of a legal fence; or
  - (b) That any such opening shall be equipped with a cattle or livestock guard at least 6 feet in width extending to each end of the opening.
- (4) The requirements of s. 588.01, shall constitute and be a legal fence to prevent the intrusion of swine where the running at large of swine is not prohibited by law.

History.—ss. 1, 2, 3, 8, ch. 25357, 1949; s. 14, ch. 99-391.

588.09 Legally enclosed land; fenced and posted.—

(1) Land shall be legally enclosed land, or posted land, when enclosed by a legal fence, and when there shall be placed along the boundary of said land in the manner herein provided posted notices to the public; provided that it shall not be necessary to erect any fence along any portion of the boundaries of the land formed by any ocean, gulf, bay, river, creek, or lake.

(2) The fences, enclosures, and the posted notices, when erected, placed, and maintained as herein required shall be notice to the public that the land enclosed thereby is private property upon which unauthorized entry for any purpose is prohibited and shall constitute a warning to unauthorized persons to remain off of or to depart from said land.

History.—ss. 4, 6, ch. 25357, 1949.

588.10 Posted notices; requirement.—Posted notices to the public as required by s. 588.09 shall be signs upon which there shall appear prominently, in letters of not less than 2 inches in height, the word “posted,” and in addition thereto there shall appear the name of the owner, lessee, or occupant of said land. Said posted notices shall be placed along, on, or close within the boundaries of any legally enclosed or posted land in a manner and in such position as to be clearly noticeable from the outside of the enclosure, and said notices shall be placed not farther than 500 feet apart along, and at each corner, of the boundaries of the land, and also at each gateway or opening of the fence enclosing the same. Said notices shall be placed along all boundaries formed by the waters mentioned herein on trees or posts close to the banks of said waters in position so as they may be noticeable to persons approaching the boundary formed by said waters.

History.—s. 5, ch. 25357, 1949.

588.11 Owner to maintain fences and notices.—The owner of legally enclosed land shall maintain in reasonable good condition the fence or enclosure around such land and shall maintain in legible condition any and all posted notices as required by ss. 588.09, 588.10, but a substantial or reasonably effective compliance with the provisions of ss. 588.011, 588.09, 588.10, disregarding minor or inconsequential differences in the size, shape, or condition thereof, shall be sufficient for the purpose of evidencing the legal enclosure of said land.

History.—s. 7, ch. 25357, 1949.

588.12 Livestock at large; legislative findings.—There is hereby found and declared a necessity for a statewide livestock law embracing all lands of the state and necessity that its application be uniform throughout the state, except as hereinafter provided.

History.—s. 1, ch. 25236, 1949; s. 30, ch. 99-391.

588.13 Definitions.—In construing ss. 588.12-588.25 the following words, phrases, or terms shall be held to mean:

(1) “Livestock” shall include all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.

(2) “Owner” shall include any person, association, firm, or corporation, natural or artificial, owning or having custody of or in charge of livestock.

(3) Livestock “running at large” or “straying” shall mean any livestock found or being on any public land, or land belonging to a person other than the owner of the livestock, without the landowner’s permission, and posing a threat to public safety.

(4) “Public roads” as used herein shall mean those roads within the state which are, or may be, maintained by the state, a political subdivision of the state, or a municipality, including the full width of the right-of-way, except those maintained, and expressly exempted from provisions of this chapter, by ordinance of the county or municipality having jurisdiction.

History.—s. 2, ch. 25236, 1949; ss. 23, 35, ch. 69-106; s. 1, ch. 77-200; s. 230, ch. 79-400; s. 3, ch. 92-206; s. 31, ch. 99-391.

588.15 Liability of owner.—Every owner of livestock who intentionally, willfully, carelessly, or negligently suffers or permits such livestock to run at large upon or stray upon the public roads of this state shall be liable in damages for all injury and property damage sustained by any person by reason thereof.

History.—s. 4, ch. 25236, 1949.

588.16 Authority to impound livestock running at large or strays.—It shall be the duty of the sheriff or her or his deputies or designees, or any other law enforcement officer of the county, the county animal control center, or state highway patrol officers, where livestock is found to be running at large or straying, to take up, confine, hold, and impound any such livestock, to be disposed of as hereinafter provided.

History.—s. 5, ch. 25236, 1949; s. 2, ch. 77-200; s. 944, ch. 97-103; s. 33, ch. 99-391.

588.17 Disposition of impounded livestock.—

(1) Upon the impounding of any livestock by the sheriff or his or her deputies or designees, or any other law enforcement officers of the county, the county animal control center, or state highway patrol officers, the sheriff shall forthwith serve written notice upon the owner, advising such owner of the location or place where the livestock is being held and impounded, of the amount due by reason of such impounding, and that unless such livestock be redeemed within 3 days from date thereof that the same shall be offered for sale.

(2) In the event the owner of such livestock is unknown or cannot be found, service upon the owner shall be obtained by once publishing a notice in a newspaper of general circulation where the livestock is impounded (Sundays and holidays excluded). If there be no such newspaper then by posting of the notice at the courthouse door and at two other conspicuous places within said county.

Such notice shall be in substantially the following form:

“To Whom It May Concern:

You are hereby notified that the following described livestock (giving full and accurate description of same, including marks and brands) is now impounded at (giving location where livestock is impounded) and the amount due by reason of such impounding is dollars. The above described livestock will, unless redeemed within 3 days from date hereof, be offered for sale at public auction to the highest and best bidder for cash.

(Date) (Sheriff) of County, Florida”

(3) Unless the impounded livestock is redeemed within 3 days from date of notice, the sheriff shall forthwith give notice of sale thereof which shall be held not less than 5 days nor more than 10 days (excluding Sundays and holidays) from the first publication of the notice of sale. Said notice of sale shall be published in a newspaper of general circulation in the said county (excluding Sundays and holidays) and by posting a copy of such notice at the courthouse door. If there be no such newspaper then by posting such copy at the courthouse door and at two other conspicuous places in said county.

Such notice of sale shall be in substantially the following form:

“ (Name of owner, if known, otherwise ‘To Whom It May Concern’) you are hereby notified that I will offer for sale and sell at public sale to the highest and best bidder for cash the following described livestock (giving full and accurate description of each head of livestock) at o’clock, m. (the hour of sale to be between 11 a.m. and 2 p.m. Eastern Standard Time) on the day of at the following place (which place shall be where the livestock is impounded or at the place provided by the county commissioners for the taking up and keeping of such livestock) to satisfy a claim in the sum of for fees, expenses for feeding and care and costs hereof.

(Date) (Sheriff) of County, Florida”

(4) Notwithstanding the requirements of subsections (1)-(3), the sheriff or the county animal control center may offer for adoption or humanely dispose of stray livestock, excluding cattle. If the livestock is to be offered for adoption or humanely disposed of, the sheriff or the county animal control center shall:

(a) Provide written notice to the owner, if known, advising the owner of the location where the livestock is impounded and of the amount due by reason of the impounding, and that unless the livestock is redeemed within a timeframe to be established by the sheriff or the county animal control center, which shall be a period of at least 3 business days, the livestock will be offered for adoption or humanely disposed of; or

(b) If the owner is unknown or cannot be located, obtain service upon the owner by publishing a notice on the sheriff’s or the county animal control center’s website. If the livestock is not redeemed within a timeframe to be established by the authorized agency, which shall be a period of at least 3 business days, the livestock will be offered for adoption or humanely disposed of.

History.—s. 6, ch. 25236, 1949; s. 3, ch. 77-200; s. 945, ch. 97-103; s. 34, ch. 99-391; s. 1, ch. 2015-18.

588.18 Livestock at large; fees.—The fees allowed for impounding, serving notice, care and feeding, advertising, and disposing of impounded animals shall be determined by the sheriff or the county animal control center of each county. Damages done by the sheriff or the county animal control center in pursuit or in the capture, handling, or care of the livestock are the sole responsibility of the sheriff or the county animal control center.

History.—s. 7, ch. 25236, 1949; s. 1, ch. 74-54; s. 1, ch. 83-90; s. 35, ch. 99-391; s. 2, ch. 2015-18.

588.19 Failure to secure purchaser or insufficient funds to defray certain costs.—If there be no bidder for such livestock at the sale aforesaid, and the sheriff has been unable to locate the owner through the notice procedures described in this chapter, the sheriff shall sell the livestock at the nearest livestock auction yard. The proceeds from the sale shall be used to reimburse the expenses incurred in capturing, maintaining, and selling the livestock and in attempting to locate the owner. Any money remaining after all expenses are paid shall be given to the owner of the livestock, if known. In the alternative, the sheriff may deliver the carcass to a public institution of the county, state, or municipality within said county or to any private charitable institution, in the order herein set forth, according to their needs.

History.—s. 8, ch. 25236, 1949; s. 4, ch. 77-200; s. 946, ch. 97-103; s. 36, ch. 99-391.

588.20 Report of sale and disposition of proceeds.—

(1) The sheriff, upon making a sale or other disposal as herein provided, shall forthwith make a written return thereof to the clerk of the circuit court of such county, with a full and accurate description of the livestock sold or disposed of by her or him, to whom, and the sale price thereof, which report shall be filed by said clerk.

(2) At the time of making her or his return the sheriff shall pay over to the clerk of the circuit court the entire proceeds of the sale.

(3) The clerk of the circuit court shall pay all costs and fees as allowed in s. 588.18 if there be any balance remaining, such balance shall be paid to the owner of such livestock, provided the owner shall make satisfactory proof of ownership to the board of county commissioners within 90 days from the date the sheriff reports the sale. If proof of ownership, as aforesaid, be not made within the time mentioned, the clerk shall pay such proceeds into the fine and forfeiture fund of said county. The clerk shall keep a permanent record of all sales, disbursements, and distributions made under ss. 588.12-588.25.

(4) If the amount realized from the sale or other disposition of the animal is insufficient to pay all fees, costs and expenses as provided in ss. 588.12-588.25, the deficit shall be paid by the county from its fine and forfeiture fund.

History.—s. 9, ch. 25236, 1949; s. 947, ch. 97-103.

588.21 Duty of commissioners to provide places for impounding of livestock and transportation of same.—The county commissioners of the several counties of Florida shall establish and maintain pounds or suitable places for the keeping of any livestock taken up and impounded hereunder until the same shall be sold, redeemed, or otherwise disposed of, which pounds or other suitable places may be a part of or operated in conjunction with a county animal control center. In any case, such county commissioners shall provide truck transportation for the impounded animals.

History.—s. 10, ch. 25236, 1949; s. 5, ch. 77-200.

588.22 Duty of impounder.—The sheriff or county animal control center, whichever is designated by the board of county commissioners, shall provide feed for the impounded animals and see that such livestock shall have feed and water not less than twice a day and that all milk cows and milk goats are milked twice a day. The sheriff or county animal control center shall employ poundmasters, guards, or other persons as may be necessary to protect, feed, care for, and have custody of, the impounded animals and the sheriff or county animal control center shall be entitled to the fees herein allowed for such feed and care.

History.—s. 11, ch. 25236, 1949; s. 6, ch. 77-200.

588.23 Right of owner.—The owner of any impounded livestock has the right at any time before the disposition thereof to redeem the livestock by paying to the sheriff or the county animal control center all impounding expenses, including fees, keeping charges, advertising, or other costs incurred therewith which sum shall be deposited by the sheriff or the county animal control center with the clerk of the circuit court who shall pay all fees and costs as allowed in s. 588.18. If there is a dispute as to the amount of such costs and expenses, the owner may give bond with sufficient sureties to be approved by the sheriff or the county animal control center, in an amount to be determined by the sheriff or the county animal control center, but not exceeding the fair cash value of such livestock, conditioned to pay such costs and damages; thereafter, within 10 days, the owner shall institute suit in equity to have the damage adjudicated by a court of equity or referred to a jury if requested by either party to such suit.

History.—s. 12, ch. 25236, 1949; s. 3, ch. 2015-18.

588.24 Penalty.—Any owner of livestock who unlawfully, intentionally, knowingly or negligently permits the same to run at large or stray upon the public roads of this state or any person who shall release livestock, after being impounded, without authority of the impounder, shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 13, ch. 25236, 1949; s. 612, ch. 71-136.

588.25 Application; limitation.—The provisions of ss. 588.12-588.25 shall not apply to counties having special laws or general laws of local application requiring the confinement and restraint of livestock; provided, however, where the provisions of such special laws or general laws of local application do not prohibit livestock from running upon or straying upon the public highways, or the provisions of such special laws or general laws of local application do not provide for liability of owners of livestock for damages and injuries caused by such livestock, or provide less severe penalties than imposed by s. 588.24, the provisions of this act shall apply in each such case as if the provisions hereof were inserted in full in any such special law or general law of local application. Provided, further, that if any such special law or general law of local application is found unconstitutional or in any way inoperative, then this act shall be in full force and effect in the county, or counties, affected.

History.—s. 14, ch. 25236, 1949.

**AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA**  
**AND**

**THIS AGREEMENT** (“Agreement”) is made this \_\_\_\_\_, day of \_\_\_\_\_, 2023, by and between Santa Rosa County, a political subdivision of the state of Florida, (“County”), with a mailing address of 6495 Caroline Street, Milton, Florida 32570, and \_\_\_\_\_, a for profit organization authorized to do business in the State of Florida a whose mailing address is \_\_\_\_\_ ( “Contractor”) whose Federal I.D. # is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide livestock collection and boarding (“Services”); and

**WHEREAS**, pursuant to the Santa Rosa County Purchasing Manual, the County issued an Invitation to Bid to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s response 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” – ITB 23-018 and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification;

**2. Services.** Contractor agrees to perform the service of collecting, restraining, transporting, and boarding livestock for the County that are found to be roaming at large or are taken into custody as part of an animal cruelty investigation. 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 upon approval of the Board of County Commissioners and shall continue for a period of Three (3) years from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two, one-year renewals.

**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 no more than 30 days upon completion of the work. 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.

There are no 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 Thirty (30) days to cure such default. If the default remains uncured after Sixty (60) 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 First Judicial Circuit in and for Santa Rosa 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, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, 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 (850) 963-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov), 6945 CAROLINE STREET, MILTON, FL 32570.**

**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>	Tom Dannheisser 6495 Caroline Street, Suite C Milton, FL 32570	<b>With a copy to:</b> Santa Rosa County Emergency Management 4499 Pine Forest Rd Milton, FL 32583
<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.

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:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. 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. 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 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.

**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.

**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. Entire Agreement.** 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.

**26. 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.

**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:**

**SANTA ROSA COUNTY, FLORIDA**

\_\_\_\_\_  
Donald C. Spencer, Clerk of Court

BY: \_\_\_\_\_  
Colten Wight, Chairman

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**Attachment "A"**

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**Attachment "B"**  
**Insurance Requirements**

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**Attachment “C”  
Civil Rights Clauses**

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## Attachment “C”

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

**Attachment "D"**  
**Scrutinized Contractors Certificate**

DRAFT

## VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_