

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/29/2022

Contract/Lease Control #: C22-3196-COR

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: NORTHWEST FLORDIA STATE COLELGE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/01/2022

Expiration Date: UPON FINAL PAYMENT

Description of: CADET CORRECTIONS TRAINING PROGRAM

Department: COR

Department Monitor: ESMOND

Monitor's Telephone #: 850-689-5685

Monitor's FAX # or E-mail: EESMOND@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4559-23
Procurement/Contractor/Lessee Name: MFSC Grant Funded: YES NO
Purpose: Cadet Connections Training
Date/Term: upon final payout
Department #: _____ ARPA
Account #: _____
Amount: \$42,334.00
Department: COR Dept. Monitor Name: ESmancl

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 3-29-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: ARPA
see mail attached Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: _____ Date: 3-29-22
see mail attached
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: _____ Date: 3-29-22
see mail attached
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Kristina LoFria
Sent: Tuesday, March 29, 2022 11:18 AM
To: DeRita Mason
Subject: RE: Training Service Agreement with NWFSC - Corrections Cadet Academy

DeRita,

Good morning, this is approved by Risk, no insurance element.

Thank You

Kristy LoFria

Okaloosa County BOCC-Risk Management
Public Records & Contract Specialist
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, March 29, 2022 10:35 AM
To: Kristina LoFria <klofria@myokaloosa.com>
Subject: FW: Training Service Agreement with NWFSC - Corrections Cadet Academy

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, March 29, 2022 1:43 PM
To: DeRita Mason; Eric Esmond
Cc: Suzanne Ulloa
Subject: Re: Training Service Agreement with NWFSC - Corrections Cadet Academy
Attachments: College-Provided Training Service Contract 3.29.22.docx

Attached is the final version of the agreement. This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Tuesday, March 29, 2022 2:37:46 PM
To: Lynn Hoshihara; Eric Esmond
Cc: Suzanne Ulloa
Subject: RE: Training Service Agreement with NWFSC - Corrections Cadet Academy

Nope, not even sure how to add a footnote.

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

DeRita Mason

From: Suzanne Ulloa
Sent: Wednesday, March 30, 2022 9:48 AM
To: DeRita Mason; Lynn Hoshihara; Eric Esmond
Subject: RE: Training Service Agreement with NWFSC - Corrections Cadet Academy

Approved.

Suzanne Ulloa

Purchasing & Grants Coordinator
Okaloosa County
Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5960
DIRECT EXT. 6971



Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure

From: DeRita Mason
Sent: Tuesday, March 29, 2022 1:49 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Eric Esmond <eesmond@myokaloosa.com>
Cc: Suzanne Ulloa <sulloa@myokaloosa.com>
Subject: RE: Training Service Agreement with NWFSC - Corrections Cadet Academy

Suzanne,
When you get in the office, please review and approve as well.

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator

CONTRACT: C22-3196-COR
NORTHWEST FLORIDA STATE COLLEGE
CADET CORRECTIONS TRAINING PROGRAM
EXPIRES: UPON FINAL PAYMENT

NORTHWEST FLORIDA STATE COLLEGE

Niceville, FL 32578-1347 • (850) 678-5111 • www.nwfsc.edu

Service Agreement: Training by Northwest Florida State College

Northwest Florida State College (the "College"), which is a public Florida College System institution constituted as a political subdivision of the state of Florida, located at 100 College Boulevard E, Niceville, Florida 32578, and Okaloosa County Board of County Commissioners through its Department of Corrections ("Recipient"), located at 1200 E Jams Lee Blvd Crestview, Florida 32539, agree that the College will provide through its Public Safety Department certain training to Recipient's participants. The parties agree as follows:

Training Description: The College will provide training for Recipient on the topic of Corrections Basic Recruit Training, the "Training." The College will determine the content and nature of the Training. The Training will include instruction regarding Corrections.

Training Fee and Payment: Recipient will pay the College \$42,334.00 in exchange for the Training. The Training Fee covers Books, Tuition, and Labs. No further fee will be charged by the College to Recipient, except as stated in this Agreement. The Training Fee is due and payable upon delivery to Recipient of a College invoice. The Training Fee shall be paid in full no later than thirty (30) days after the conclusion of the Training as stated in this Agreement. Recipient shall make payment by check to the College, payable to Northwest Florida State College, upon receipt of the invoice or by credit card payment through the Business Office.

Number of Participants: Recipient may assign up to 20 participants to the Training. Recipient must deliver a final list of participants to the College 14 business days before the Training to allow the College to confirm participant registration.

Training Date: The College will offer the Training on April 20, 2022.

Time: The College will offer the Training beginning at 0700 and concluding at 1800 on the Training Date.

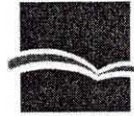
Instructor: The College will provide the instructor for the Training. If the assigned College instructor for any reason cannot participate in the Training, the College will select an alternative instructor, reschedule the Training on a mutually agreed date, or cancel the Training. If the College cancels the Training for lack of an instructor, the College will refund the Training Fee in accordance with the College's standard refund process.

Location: The Training will take place on Niceville Campus Bldg. 510 room 205.

Cancellation and Remedies: The following provision sets out cancellation options and remedies in the event of a College or Recipient cancellation:

College Cancellation: Prior to the Training Date, the College may cancel the Training and terminate the Agreement for lack of an adequate number of participants or due to other College operational needs; in that event, the College will provide written notice to Recipient. If the College cancels the Training or otherwise fails to provide the Training stated in this Agreement, Recipient's sole remedy will be a refund of any Training Fee paid in advance. Such refund will be made in accordance with the College's refund process and procedure.

Recipient Cancellation: Recipient may terminate this Agreement and cancel the Training for cause or for its convenience. If Recipient terminates for cause (which is solely defined as the College failing to provide the Training stated in this Agreement), Recipient's sole remedy will be as stated in the immediately preceding clause. If Recipient cancels for its own convenience, without regard to the Recipient's reason or lack thereof, the College will charge Recipient a cancellation fee equal to the actual labor costs incurred by the College to prepare the Training. Such cancellation fee is due and payable upon delivery to Recipient of a College invoice reflecting the cancellation fee. If, however, Recipient cancels for its own convenience within three (3) business days after



NORTHWEST FLORIDA STATE COLLEGE

100 College Boulevard, E. - Niceville, FL 32578-1347 • (850) 678-5111 • www.nwfsc.edu

entering this Agreement, Recipient will not incur any cancellation fee, unless the Training was scheduled within ten (10) business days or less of after entering this Agreement.

Point of Contact for Notices: Notices shall be delivered in writing via e-mail to the following point of contact for each party and, as necessary due to size or undeliverable email, by delivery in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other Party to this Agreement.

Northwest Florida State College

Okaloosa County, Florida

Jeffrey M. McGill
Name

Director, Public Safety Training Center
Title

mcgillj1@nwfsc.edu
E-Mail

100 College Blvd, Niceville, FL 32578
Address

Eric Esmond
Name

Corrections Director
Title

eesmond@myokaloosa.com
E-Mail

1200 E. James Lee Blvd
Address Crestview, FL 32539

Incorporated Terms and Compliance with Law: This Agreement is subject to and incorporates the policy of The District Board of Trustees of Northwest Florida State College and, to the extent applicable, the Northwest Florida State College Purchasing Terms and Conditions, and Northwest Florida State College purchasing, enrollment, and accounting procedures. The Parties agree to comply with federal, state, and local law as applicable to this Agreement.

Entire Agreement and Amendment: This Agreement represents the entire agreement between the parties, and any amendment to this Agreement must be made in writing signed by both parties.

Sovereign Immunity: Nothing in this Agreement shall be construed or interpreted to be a waiver of the College's and County's sovereign immunity as set forth in § 768.28, Florida Statutes, as amended, or of any other Constitutional, statutory, common law, or other protections afforded the College.

Governing Law and Venue: This Agreement is governed by and construed in accordance with Florida Law, without reference to conflicts of law principles. If any conflict arises under this Agreement, the parties specifically consent and agree that the courts of Florida or the federal courts located in Florida will have exclusive jurisdiction over the parties and over the subject matter and that the venue of any such action will be in Okaloosa County, Florida, or The United States District Court for the Northern District of Florida.

No Partnership: It is understood and agreed that nothing contained in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or in any way making Recipient the agent, representative, or a party acting on behalf of the College for any purposes in any manner whatsoever. The relationship is solely one of the College providing services to the Recipient as described under this Agreement.

Force Majeure: No default, delay, or failure to perform on the part of Recipient or College shall be considered a default, delay, or failure to perform otherwise chargeable under this Agreement, if such default, delay, or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay, or failure to perform, this agreement may be terminated at either parties option in



NORTHWEST FLORIDA STATE COLLEGE

100 College Boulevard, E. • Niceville, FL 32578-1347 • (850) 678-5111 • www.nwfsc.edu

accordance with the terms of this agreement, or any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period equal in duration to the time lost by reason of the excused default, delay, or failure to perform or for a period mutually agreeable to the parties.

Severability: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or other administrative hearing officer of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement; provided, however, that when such holding goes to the whole of the Agreement, the Agreement is unenforceable.

Assignment: Recipient shall not assign, by operation of law, change of control, or otherwise, any part of this Agreement without the prior written consent of College.

Public Records: Florida Law requires each public agency contract for services to include notice of the application of Chapter 119, Florida Statutes, to that contract. To the extent that the College meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the College will comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes. To the extent that both parties to this Agreement are public entities subject to Chapter 119, the following provisions apply to both parties.

- a) Keep and maintain public records required to perform the service.
- b) Upon request from Recipient's custodian of public records, provide Recipient 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, F.S., or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the agreement if the contractor does not transfer the records to Recipient.
- d) Upon completion of the Agreement, transfer, at no cost, to the Recipient all public records in possession of the contractor or keep and maintain the public records required to perform the service. If the contractor transfers all public records to Recipient upon completion of the Agreement, 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 Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Recipient, upon request from Recipient's custodian of public records, in a format that is compatible with the information technology systems of Recipient.
- e) **IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR OR THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THAT PARTY WILL CONTACT THEIR OWN CUSTODIAN OF PUBLIC RECORDS. THE COLLEGE'S CUSTODIAN MAY BE REACHED AT (850) 729-5253, public.records@nwfsc.edu, 100 E COLLEGE BOULEVARD, NICEVILLE, FLORIDA 32578.**
- f) **THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY CAN NOR WILL PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE OTHER PARTY WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE PARTIES FURTHER ACKNOWLEDGE THAT NEITHER WILL RELY ON THE OTHER PARTY OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT IT HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR IMMEDIATE TERMINATION.**

In addition, this Agreement may be unilaterally canceled by Recipient for refusal by contractor to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or



NORTHWEST FLORIDA STATE COLLEGE

100 College Boulevard, E. • Niceville, FL 32578-1347 • (850) 678-5111 • www.nwfsc.edu

received by contractor in conjunction with this Agreement. Moreover, all written records received by the College in connection with the transaction of official business may be deemed public records and are subject to the provisions of Chapter 119, Florida Statutes.

Employment Eligibility: Each party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Recipient agrees to comply with all applicable provisions of Section 448.095, Florida Statutes. As a Florida College System institution, the College complies with Section 448.095, Florida Statutes. Recipient will register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Recipient will provide appropriate evidence of enrollment to College. If either College or Recipient have a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, that party shall terminate the contract with that person or entity. This termination is not a breach of contract and may not be considered as such. Recipient will be liable for any additional cost or expense incurred by College because of such termination of a contract. To the extent applicable, College and Recipient shall also comply with Section 448.095, Florida Statutes, regarding subcontractors. This termination is not a breach of contract and may not be considered as such. Recipient will be liable for any additional costs or expenses incurred by College because of such termination of a contract.



NORTHWEST FLORIDA STATE COLLEGE

100 College Boulevard, E. • Niceville, FL 32578-1347 • (850) 678-5111 • www.nwfsc.edu

The parties agree to the foregoing as of the last date on which a signature and date are affixed to this Agreement:

Northwest Florida State College:

Department Providing Training: Public Safety Training Center

Signature: Randall White

Print Name and Title: Randall G. White
Vice President of Business Operations and Finance/Chief Financial Officer

Date: 6/27/22

Recipient:

Signature: Faye Douglas Digitally signed by Faye Douglas
Date: 2022.06.28 09:27:37 -05'00'

Print Name and Title: Faye Douglas, Office of Management and Budget Director

Date: 06/28/2022



**Service Agreement:
Training by Northwest Florida State College
ADDENDUM 1**

The Recipient under the Service Agreement intends to use or may use federal grant funds to pay for the Training. Therefore, the Recipient has requested to amend the Agreement to include applicable, required federal provisions related to grant funds that may be used to fund the services and goods under this Agreement. The College only agrees to the provisions in this Addendum to the extent that they apply to a public postsecondary institution in the state of Florida and to the educational services that will be delivered under its Agreement with Recipient and to the extent that the Recipient uses federal grant funds to pay for the Training. The Agreement may be referred to as the “contract” below and the College may be referred to as the “contractor” below.

As of February 2022, the “Simplified Acquisition threshold” is set at \$250,000.00; the “Micro-purchase threshold” is set at \$10,000.00; and these amounts are subject to change. It is the responsibility of the Recipient to ensure it is contracting in accordance with the thresholds applicable to the services it is paying for with federal grant funds.

To the extent applicable to the College, the below requirements are incorporated in this Agreement by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):

Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *contractor* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *contractor* is unable, or potentially unable, to render impartial assistance or advice; ii. A *contractor's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *contractor* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *Contractor's* actions pertaining to this *contract*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:



NORTHWEST FLORIDA STATE COLLEGE

100 College Boulevard, E. • Niceville, FL 32578-1347 • (850) 678-5111 • www.nwfsc.edu

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): **Applicability:** All contracts with federal grant funding or possibility of federal grant funds being used. **Requirement:** *contractor* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction.

Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247): **Applicability:** All contractors of Okaloosa County when federal funds may be or are being used under the Contract. **Requirement:** *contractor* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: **Applicability:** All Contracts that received or may receive federal grant funding. **Requirement:** *Contractor* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): **Applicability:** All Contracts that received or may receive federal grant funding. **Requirement:** *Contractor* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Termination for Default (Breach or Cause): **Applicability:** All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. **Requirement:** If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): **Applicability:** All Contracts receiving, or which may receive federal grant funding. **Requirement:** *Contractor* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition on Utilization of Cost plus a Percentage of Cost Contracts (2 CFR Part 200): **Applicability:** All Contracts receiving or which may receive federal grant funding. **Requirement:** The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): **Applicability:** For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). **Requirement:** *Contractor* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan



NORTHWEST FLORIDA STATE COLLEGE

100 College Boulevard, E. - Niceville, FL 32578-1347 • (850) 678-5111 • www.nwfsc.edu

issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Contractor* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Contractor* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This Contract* may be unilaterally terminated immediately by County for *Contractor's* violating this provision, without penalty.

Domestic Preference for Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *this Contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Contractor* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Contractor* employees may apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Contractor* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.



NORTHWEST FLORIDA STATE COLLEGE

100 College Boulevard, E. • Niceville, FL 32578-1347 • (850) 678-5111 • www.nwfsc.edu

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Contractor* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *the contract*.

The College signatory is authorized to sign below and confirm the *contractor* is able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply only to the extent that such provisions are applicable to the College.

DATE: 6/27/22

COMPANY: Northwest Florida State College

ADDRESS: 100 College Blvd, Niceville, FL 32578

E-MAIL: whiter3@nwfsc.edu

PHONE NO. 850 729 6404

SIGNATURE: Randall White

NAME: Randall G. White

TITLE: Vice President of Business Operations and Finance/Chief Financial Officer



NORTHWEST FLORIDA STATE COLLEGE

100 College Boulevard, E. • Niceville, FL 32578-1347 • (850) 678-5111 • www.nwfsc.edu



NORTHWEST FLORIDA STATE COLLEGE

100 College Boulevard, E. • Niceville, FL 32578-1347 • (850) 678-5111 • www.nwfsc.edu

American Rescue Plan Contract Clauses Exhibit "C"

Federal regulations applicable to this contract include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this contract.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- iv. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- v. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- vi. Generally applicable federal environmental laws and regulations.

PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to **Okaloosa County Board of County Commissioners** by the U.S. Department of the Treasury."

Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractors should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), contractors should adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.