

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
ACCOUNT										
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2026	09	93745	06/23/2026	113	BUA HHSSUBBTR	1	1			
1	19390000	534006			AlcoDrugAb/Courts					
	1193-190-9000-622300-600-60-000-000-534006-				Other Contracted Services		26,250.00 06/23/2026	35,000.00	61,250.00	
2	19350000	598010			AlcoDrugAb/Reserves					
	1193-150-5000-000000-590-00-000-000-598010-				Reserve - Contingency		38,577.00 06/23/2026	-35,000.00	3,577.00	
** JOURNAL TOTAL								0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2026	9	93745												
BUA	1193-190-9000-622300-600-60-000-000-534006-									Other Contracted Services	5		35,000.00	
	06/23/2026 HHSSUBBTR 113									T				
	HHS - Budget Transfer for Substance Abuse Agreement									7/13/26				
BUA	1193-150-5000-000000-590-00-000-000-598010-									Reserve - Contingency	5			35,000.00
	06/23/2026 HHSSUBBTR 113									T				
										JOURNAL 2026/09/93745	TOTAL		.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL						.00	.00

** END OF REPORT - Generated by Michael Catalano **



County of Flagler

26-RFP-012

SUBSTANCE ABUSE TREATMENT SERVICES 2026

This Contract, entered into this Wednesday, July 1, 2026 by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building 2, Bunnell, FL 32110, hereinafter called the **COUNTY**, and Foundations to Freedom, whose address is 339 E. New York Ave, Deland, FL 32724 hereinafter called the **CONTRACTOR**.

WITNESSETH: That the **COUNTY** agrees with the **CONTRACTOR**, as follows:

- A. The Contract shall consist of the following, all of which are hereby made a part hereof:
 - 1. 26-RFP-012 Bid Documents
 - 2. 26-RFP-012 Bid Submission
 - 3. Insurance Certificate(s)
- A. The **CONTRACTOR** agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract described herein and to the satisfaction of the **COUNTY** or its duly authorized representative.
- B. The **CONTRACTOR** agrees to commence the work to be done under this Contract, beginning after the award date.
- C. The **COUNTY** agrees to pay the **CONTRACTOR** for the services rendered, in accordance with the pricing structure set forth in the Bid Submission.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Robert Rounds, Procurement & Contract Services Manager

APPROVED-AS-TO-FORM

Sean S. Moylan, Assistant County Attorney

[THIS SPACE INTENTIONALLY LEFT BLANK]

ATTEST:

VENDOR NAME

Signature

Print Name, Title

Signature

Print Name, Title

Date



County of Flagler

REQUEST FOR PROPOSAL

26-RFP-012

SUBSTANCE ABUSE TREATMENT SERVICES 2026

RELEASE DATE: April 20, 2026

RESPONSE DEADLINE: May 28, 2026, 1:00 pm

Please refer to the project timeline in this document for all important deadlines.

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2. General Terms and Conditions
3. Special Terms and Conditions
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Attachments:

- A - Required Types of Insurance
- B - Proposal Form
- C - Drug Free Workplace
- D - Affidavit of Non-Collusion
- E - Vendor Information Form
- F - W-9
- G - Flagler Hold Harmless Agreement
- H - Prohibition Against Contingent Fees
- I - Flagler Human Trafficking Attestation
- J - PO Standard Terms and Conditions

1. Introduction

1.1. Summary

The Flagler County Department of Health and Human Services is requesting proposals for Substance Abuse and Treatment related services. Funding for services is made available from the Alcohol and Drug Abuse Trust, generated from court fees in accordance with Sections 938.13 and 893.165 of Florida Statutes. Minimum request is for \$10,000, up to maximum award of \$35,000.

Funding will be a one-time award, though a subsequent one (1) year renewal may be executed if funds become available. Flagler County seeks proposals from local and regional non-profit organizations with experience providing substance use prevention, substance abuse treatment or related services to the community. Agencies not currently funded by Flagler County Health and Human Services are eligible to apply.

1.2. Background

In the 2024 Community Health Needs Assessment conducted by the FL Department of Health and other community partners, Substance Abuse and Treatment and related services were designated as a community need. The goal of disseminating the Alcohol and Drug Trust funding is to further enhance services and resources available to support the community and provide additional resources to those facing substance use related issues. The Flagler County Board of County Commissioners will ultimately approve the applicant(s) selected for award. Funding under this grant will be one time, with a grant term of one year, though a subsequent one (1) year renewal may be executed if funds become available.

1.3. Contact Information

Shannon Burnett

Procurement Coordinator

1769 East Moody Blvd

Building 2

Bunnell, FL 32110

Email: sburnett@flaglercounty.gov

Phone: [\(386\) 313-4062](tel:(386)313-4062)

Department:

Health & Human Services

Department Head:

Joe Hegedus

Director

1.4. Timeline

Release Project Date	April 20, 2026
Question Submission Deadline	May 4, 2026, 4:00pm
Proposal Submission Deadline and Bid Opening	May 28, 2026, 1:00pm 3rd Floor Financial Services Conference Room 1769 East Moody Blvd Bldg. 2 Bunnell, FL 32110 Microsoft Teams meeting Join on your computer, mobile app or room device: https://teams.microsoft.com/meet/275628838998269?p=VPEUNYRadEaUHvdbB8 Meeting ID: 275 628 838 998 269 Passcode: u8mE6VM7
Evaluation Committee Meeting (Non-Mandatory)	June 4, 2026, 1:00pm 3rd Floor Financial Services Conference Room 1769 East Moody Blvd Bldg. 2 Bunnell, FL 32110 Microsoft Teams meeting Join on your computer, mobile app or room device: https://teams.microsoft.com/meet/29792953833519?p=xehmQM67KyEaCXsH4N Meeting ID: 297 929 538 335 19 Passcode: B4mx9Ag3

2. General Terms and Conditions

2.1. Submission of Offers

The Flagler County Board of County Commissioners ("Flagler County" or "County") are requesting proposals for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a proposal to provide this service and/or product(s), please provide the requested information in this solicitation, complete the included forms, and submit these documents with your response through OpenGov Procurement, at <https://procurement.opengov.com/portal/flaglercounty> by the date and time posted. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Proposer. Responses received after the posted date and time will not be considered. Additional information may be submitted with the response. No offer may be modified after acceptance. Terms and conditions differing from those in this solicitation may be cause for disqualification of the Response. Failure to provide the required information may result in the Response not being considered.

Do not submit confidential information, proprietary information and/or trade secrets.

2.2. Purchase Order/Master Agreement Terms and Conditions

The County's general terms and conditions for Purchase Orders or Master Contracts included as an exhibit with this Request for Proposal (RFP) shall apply unless otherwise noted.

2.3. Compliance with Ordinances, Regulations, and Laws

The County reserves the right to require proof that the Proposer is an established business and is abiding by all applicable local, State, and Federal ordinances, regulations, and laws. This may include, but is not limited to, business tax receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, and/or registration with the Florida Department of State, Division of Corporations' Sunbiz website at www.sunbiz.org.

2.4. Agreement Cancellation

1. The County reserves the right to cancel any Agreement resulting from this Request for Proposal (RFP) without cause with a minimum thirty (30) day written notice to the Contractor.
2. The Contractor may cancel the Agreement resulting from this Request for Proposal (RFP) without cause with a minimum thirty (30) days written notice to the County.

2.5. Proposer's Responsibility

The Proposer, by submitting a Response, represents that:

1. The Proposer has read and understands the Solicitation in its entirety and that the Response is made in accordance therewith;

2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
3. The Proposer has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Flagler County, Florida, upon which the Proposer will rely. If the Proposer receives an award because of its Response, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Proposer for additional compensation or relief; and,
4. The Proposer will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

2.6. Execution of Offer

Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Proposer to the provisions therein. All spaces requesting information from the Proposer or asking a question of the Proposer shall be completed.

2.7. Opening

Pursuant to Section 119.071, Florida Statutes, responses and the completed tabulation will be available for inspection within thirty (30) days of Solicitation opening. Contact the Office of Procurement and Contracts during regular business hours to inspect responses and the completed tabulation or go to the County's [eProcurement Portal](#) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Solicitation openings and public meetings may be attended either in person or remotely. Solicitation openings may be accessed remotely as described in the introduction timeline section of this Solicitation.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the Office of Procurement and Contracts at (386) 313-4008 two (2) business days before any meeting date.

2.8. Public Records Law

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to 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 386-313-4001, PUBLICRECORDS@FLAGLERCOUNTY.GOV, BY MAIL, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, OFFICE OF PROCUREMENT AND CONTRACTS , ATTN: ADMINISTRATION, 1769 E. MOODY BLVD, BLDG. 2, BUNNELL, FL 32110.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
2. 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.
3. 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 or termination of the Contract if the Contractor does not transfer the records to the County.
4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the 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 County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records , in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the

Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Flagler County on an expedited basis to enforce the requirements of this section.

2.9. Confidential Information and Infringement

- A. Confidential Information and/or Trade Secret do not include the following:
 - 1. Information already known or independently developed the party in possession; or
 - 2. Information in the public domain through no wrongful act of the party in possession; or
 - 3. Information received by the party in possession from a third party who was free to disclose it; or
 - 4. Information regularly disclosed to third parties without restriction on disclosure; or
 - 5. Information required to be disclosed by law or an order of a court of competent jurisdiction.
- B. Confidential Information and Infringement. If Contractor is licensing or developing software (including derivative works) for use by the County, Contractor grants County a perpetual, fully paid, non-assignable, non-exclusive, royalty-free license to use Contractor's software deliverables developed or licensed under a Contract. Said license includes software owned by Contractor, which is furnished under a Contract, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including, without limitation, the right to use such deliverable(s).
- C. If Contractor is licensing, providing, or developing software including derivative works for use by the County, Contractor agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Contractor licensed applications provided under any software owned by Contractor and licensed to County or provided by Contractor for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.

1. In addition to the foregoing indemnification provision, Contractor shall also take the following steps to assure that County can continually use the software which Contractor has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:
 - a. Promptly replacing the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or
 - b. Promptly modifying the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the Licensed Applications and/or Sublicensed Applications in any manner; or
 - c. Promptly procuring the right for the County to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and
 - d. Unless otherwise agreed by the parties, promptly shall mean for the purposes of this Section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Contractor unless otherwise agreed by the Parties.
- D. In the event that Contractor does not enable the County to use that which Contractor has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of the contract, Contractor shall be in material default of said contract and subject to Termination.
- E. If Contractor is granting a license or develops software for the County under this contract, it hereby warrants and represents that:
 1. Contractor is the sole owner of all right, title, and interest in and to the Contractor licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into a Contract and grant County a perpetual license; and
 2. No portion of any licenses or right granted to the County to use Contractor's software pursuant to the terms of the applicable software license contract of Contractor for any work performed under a Contract violates or is protected by right, title, interest or similar right of any third person or entity.

2.10. Clarification, Correction of Entry, Minor Irregularities

The Flagler County Board of County Commissioners reserves the right to allow for the clarification of questionable entries and the correction of obvious mistakes. The County reserves the right to waive minor irregularities in Submittals, providing such action is in the best interest of the County. Minor irregularities are

defined as those that have no adverse effect on the County's best interests and will not affect the outcome of the selection process by giving the Proposer an advantage or benefit not enjoyed by other Proposers.

2.11. Revisions, Addenda, Questions & Answers

1. It is incumbent upon each Proposer to carefully examine the specifications, scope of work/service, terms, and conditions of this Solicitation. The posting of answers through the County's [eProcurement Portal](#) is the only official method by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this Solicitation shall be directed through the question-and-answer section of the County's [eProcurement Portal](#).
2. If it becomes necessary for the County to revise or clarify any part of this Solicitation it will be updated on the County's [eProcurement Portal](#) by the posting of answers to questions received and/or the revision of solicitation language/documentation. It is each Proposer's responsibility to check the County's [eProcurement Portal](#) for any posted answers, and/or solicitation changes. Each Proposer shall ensure that they have reviewed all questions & answers and/or changes to this Solicitation before submitting their Response. By submitting a response, Proposers acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date and time.
3. Each answer issued by the County shall become a material part of this Solicitation. Answers posted by the County and/or changes made to the Solicitation are authoritative and shall be considered an addendum to the Solicitation.
4. All information in this Solicitation, including information provided through the Question & Answer feature, are incorporated into the Solicitation and/or any Contract resulting from this Solicitation.
5. Questions and exceptions shall be submitted before 4:00 pm on Monday, May 4, 2026. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Proposer's right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

2.12. Incurred Expenses

The County has no obligation to make an award as a result of this Solicitation, nor shall the County be responsible for any cost or expense which may be incurred by any Proposer in preparing and submitting a Response, or any cost or expense incurred by any Proposer prior to the execution of a Purchase Order or Contract.

2.13. Disadvantaged Businesses

The Flagler County Board of County Commissioners has adopted policies which assure and encourage the full participation of Minority Business Enterprises (MBE), Women-owned Business Enterprises (WBE), and

Veteran-owned Business Enterprises (VBE) in the provision of goods and services. The County encourages joint ventures with these businesses.

2.14. Local Preference

It is the policy of the Board that Flagler County vendors are given preference in the procurement process, unless otherwise prohibited or waived by the County Administrator.

The term Flagler County Vendor means any business: having a physical location within the boundaries of Flagler County for at least twelve (12) months immediately prior to the issuance of the request for Quotes, Bids or Proposals by the County; holding any business licenses required by the County, and/or, the municipalities, if applicable; and employing at least one (1) full time employee, or two (2) part-time employees whose primary residence is in Flagler County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one (1) or more persons whose primary residence is in Flagler County.

It is the vendor's responsibility to request Local Preference by submitting a completed Local Preference Affidavit with its sealed proposal.

2.15. Pricing

Unless otherwise specified, prices offered shall:

- remain firm for a period of at least one hundred and twenty (120) days from the date of Solicitation opening, prior to award being made;
- include FOB Destination, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery (for goods);
- include all expenses necessary to provide the service at the location specified (for services).

2.16. FOB Destination

The FOB point for this contract and for all purchases made under it shall be at the project site in Flagler County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes arising out of shipping prior to acceptance by Flagler County shall be between the Contractor and the carrier.

2.17. Payment Terms

Unless otherwise stated in the Special Terms and Conditions, the County will remit full payment on all undisputed invoices within forty five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) or receipt of all products or services ordered in accordance with the Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

2.18. Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for contract termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in its sole discretion, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change, and prices go down.

2.19. Additional Terms & Conditions

The Flagler County Board of County Commissioners reserves the right to reject offers containing terms or conditions contradictory to those requested in this Solicitation.

2.20. Taxes

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 59-78-0089K) and Florida sales tax (Exemption# 85-8013245979C-5). Certificates are available and can be obtained by emailing purchasing@flaglercounty.gov.

2.21. Discounts

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the contract.

2.22. Meets/Minimum Specifications

The specifications listed in the Scope of Work are the minimum required performance specifications for this Solicitation; they are not intended to limit competition nor specify any particular Proposer, but to ensure that the County receives quality services. The Proposer represents that all offers to this Solicitation shall meet or exceed the minimum requirements specified.

2.23. Samples

When required, samples of products shall be furnished with Response to the County at no charge. Samples may be tested and will not be returned to the Proposer. The result of any and all testing shall be made available upon written request.

2.24. Silence of Specifications

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

2.25. Change in Scope of Work/Service

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment or change order to the contract signed by the County and the Contractor.
2. If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's designated representative in writing of this belief. The Contractor and County shall negotiate modifications to the contract in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this solicitation for which requirements were not known when the Solicitation was released.

2.26. Governing Laws/Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without giving effect to any choice of law principles. Jurisdiction over, and venue for, any controversies or legal issues arising out of this contract shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Flagler County, Florida. By entering into this contract, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to the contract, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under the contract.

2.27. Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under the contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under the contract, Contractor shall, no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section, but no waiver shall be granted by the County without a written and duly executed amendment to the contract.

2.28. Content of Solicitation/Response

The contents of this Solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto shall be incorporated into a contract to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this Solicitation shall supersede the requirements as specified in the *General Terms and Conditions* and/or *Special Terms and Conditions* section(s) of this Solicitation.

2.29. Contract

The contents of this Solicitation and all provisions of the successful proposal deemed pertinent by the County shall be incorporated into a contract and become legally binding on the selected Proposer and County. The content of the contract may contain changes as a result of the Solicitation process and the content of the submittal received. The contract shall, at minimum, include the substantive terms and conditions as outlined in the Solicitation and be subject to review by the County Attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and shall contain an order of precedence and may contain those additional terms and conditions that the County deems in its best interest.

The County shall be responsible for only those orders placed by the County pursuant to the contract or on an authorized signed Purchase Order. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, contract, or change order, the Proposer should promptly contact the Office of Procurement and Contracts at (386) 313- 4008.

2.30. Disclosure of Response Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Solicitation. Selection or rejection of any Response does not affect this right. Flagler County, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

2.31. Limitation of Liability/Indemnification

The Contractor shall indemnify, defend, and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations or services under this contract. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this contract.

In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors pursuant to Contractor's insurance. The Contractor's indemnification obligation shall survive the expiration or termination of the contract.

2.32. Payment of Subcontractors

Contractor shall save and hold the County harmless from any and all claims or actions by Contractor's subcontractor(s) for payment of monies such subcontractor claims to be owed by Contractor for Work performed under the contract. Nothing in the contract shall create any obligation on the part of the County to pay directly to any Subcontractors any monies due for Work performed under the contract.

2.33. Infringement Claim

For all licensed software or derivate works of the licensed software used by County under the resulting contract, Contractor agrees to protect, defend, indemnify, and hold harmless the County, its agents, elected officials and employees from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

2.34. Sovereign Immunity

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this contract to the contrary, nothing in this contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2.35. Compliance with Federal E-Verify Regulations

Contractor covenants and agrees to the following provisions, as required by law:

1. If and to the extent the contract meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this contract as if fully set forth herein.
2. Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors) on or after the effective date of this contract and thereafter during the remaining term of the contract.
3. In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this contract or the subcontract, whichever is longer. Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the contract. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this contract.
4. If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or

the Presidential Executive Order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this contract by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds by breaching the requirements of this section; (iii) the County may terminate this contract immediately and without penalty and such termination shall not be or be considered a breach of this contract; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the contract. Contractor acknowledges and understands that if the County terminates this contract in accordance with this Section, Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.

2.36. Public Entity Crimes

Pursuant to paragraph 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

By entering into this contract, the Contractor represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

2.37. Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this Solicitation permits or shall be construed as authorizing Proposer to use or display County's Intellectual Property on Proposer's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Proposer in response to this solicitation. The County has the right to redact the County Logo displayed on any Response.

2.38. Training

Unless otherwise specified suppliers/providers may be required at the convenience of, and at no expense to, the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this Solicitation.

2.39. Acceptance

Products purchased as a result of this Solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor.

2.40. Safety Warranty

Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

2.41. Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Contractor shall, at all times, comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

2.42. Warranty

The Proposer agrees that, unless otherwise specified, the product and/or service furnished as a result of this Solicitation and award thereto shall be covered by the most favorable commercial warranty the Proposer gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the Flagler County Board of County Commissioners by any other provision of the Solicitation/offer.

2.43. Award of RFP

The County reserves the right to award the Agreement to the Proposer(s) that the County deems to offer the best overall Proposal or solution, as defined in the solicitation section, Special Conditions - Evaluation Criteria. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RFP, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re advertise with either the identical or revised specifications if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting and re soliciting when responses exceed budget, and the County must change the solicitation to lower costs. The

County also reserves the right to make multiple awards based on experience and/or qualifications of Proposers and to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

2.44. Other Agencies

All Contractors awarded contracts from this Solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in an agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

2.45. County Facilities

County facilities are administrative facilities that provide services to the Flagler County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

2.46. Licenses, Certificates, and Permits

1. The County reserves the right to require proof that the Proposer is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, and the Division of Corporations' Sunbiz at www.sunbiz.org.
2. The Proposer must be registered with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting contract.
3. If a license is required, the Proposer shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Proposer shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
4. If applicable, the Proposer shall have a current professional registration certificate from the appropriate governing board. The Proposer must be properly registered at the time of its submittal to practice their profession in the State of Florida.
5. At time of Solicitation submittal, Proposer shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting contract. If Proposer proposes to use a Subcontractor or sub-consultant to perform any work under the resulting contract such subcontractor and/or sub-consultant shall, at the time of Solicitation submittal, hold the required

licensure for all work to be performed under the resulting contract as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting contract. All licenses and permits required to perform Contractor's duties under the resulting contract whether such license or permit is required by the federal government, State of Florida, Flagler County, or any municipality, shall be at Proposer's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting contract.

2.47. Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting contract. Contractor shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a retention period of five (5) years after completion or termination of the contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

2.48. Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Flagler County Board of County Commissioners

Human Resources/Risk Management Division

Address: 1769 E. Moody Blvd., Bldg. 2

Bunnell, Florida 32110

Telephone: 386-313-4035

Fax: 386-313-4107

2.49. Waiver and Limitation of Claims

Once the contract expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the contract. After that period, any right to claims against the County by the Contractor concerning the contract are waived.

2.50. Compliance with Laws and Regulations

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under the contract. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, and employees against any liability or claim made against the County arising from, or based on, the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, proposers are hereby notified that:

- The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and
- The County may not give preference to a vendor based on the vendors social, political or ideological interests.

2.51. For Internet/Web Services

For the purposes of this paragraph, any services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice, or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this contract, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

2.52. Scrutinized Companies-FL Statute Section 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. For contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized

Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has not been engaged in business operations in Cuba or Syria. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. 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 five (5) calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made 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 Section 287.135, Florida Statutes, as amended from time to time.

2.53. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes

A duly authorized officer or representative of the Proposer (non-governmental entity) shall complete the included Flagler Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

2.54. Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the contract as the result of changes in law and/or ordinances of Flagler County to impose new rules and regulations on the Contractor under the contract relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Flagler County materially alters the obligations of the Contractor, or the benefits to the County, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the contract under this clause.

2.55. Right to Require Performance

The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

2.56. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this contract, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this contract. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the contract.

2.57. Contractor's Personnel

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position.
4. The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
6. The Contractor shall include the provisions of the foregoing paragraphs 3.59A.-E. above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor.
7. The Contractor and any Subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
8. The Contractor shall not disclose any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the contract which are not otherwise known to the general public.
9. Both Contractor and Subcontractors awarded a contract as a result of Local Preference, shall register all open positions related to this contract with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

2.58. County/Contractor Relationship

1. Any awarded contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent contractor, the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for

all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the contract, nor shall the County pay for any business, travel, or training expenses or any other contract performance expenses not explicitly set forth in the specifications.
4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

2.59. Disqualification of Proposers

1. Only one (1) Response from an individual firm, partnership or corporation under the same or under a different name will be considered. If a Proposer submitted more than one (1) Response for the work involved, all Responses submitted from such Proposer will be rejected.
2. Collusion among Proposers: If it is believed that collusion exists among the Proposers, the Responses of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

2.60. Debarment: Purpose and Intent

The County endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the County asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the County's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of County vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede County's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis.

2.61. Unit Prices and Interpretation

For the purpose of this Solicitation and evaluation of responses hereto the following shall apply:

Unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals (“one” over “1”). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

2.62. Dispute Resolution

1. Good Faith Efforts to Resolve. The parties to this contract shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this contract in accordance with the provisions set forth herein. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this contract. Issues shall be escalated to successive management levels as needed.
2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this contract, or the interpretation thereof, or any conduct by the other party under these contracts, and the parties are unable to resolve such dispute within five (5) business days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party’s Project Manager or designated representative, as the case may be, of the other party in writing (“Dispute Notice”) in order to resolve such dispute.
3. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designees shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designees within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers or designees as being necessary given the scope and complexity of the dispute, the Project Managers or designees may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated in Figure 1 below.
4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-

ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation of an issue arising under this contract.

5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this contract in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this contract and after termination or expiration thereof.

Figure 1:

County Workdays	Contractor's Representative	County Representative
10	Contractor's Project Manage	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Contract Compliance Officer
20	Contractor's COO or President	County Administrator

2.63. Authorized Signatory

Proposer acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed, is authorized to execute contracts/agreements with Flagler County, and that submitting a Response via the County's [eProcurement Portal](#) shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Response electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by Flagler County.

2.64. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published via the County's [eProcurement Portal](#), Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the Question & Answer feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

2.65. Acknowledgement of Solicitation Tabulation

All responses accepted by Flagler County are subject to the County's Terms and Conditions. Any and all additional Terms and Conditions submitted by Proposer(s) are rejected and shall have no force and effect. Responses from the Proposer(s) listed on the tabulation are the only responses received timely as of the closing date and time. All other responses submitted in response to the solicitation, if any, are rejected as late.

2.66. Availability of Personnel

Personnel described in the proposal shall be available to perform the services as described. All personnel shall be the employees, or agents of the Proposer, and not employees or agents of Flagler County.

2.67. Assignment of Contract

The selected Proposer may not make any assignments of their obligations resulting from this RFP without the prior written authorization of Flagler County.

2.68. Gratuities and Kickbacks

It is prohibited for the Contractor or any agent acting at the behest of the Contractor to offer, give, or agree to give any Flagler County employee or former Flagler County employee, or for any Flagler County employee or former Flagler County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, render advice, investigate, audit, or act in any other advisory capacity to the County.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

2.69. Drug-Free Workplace Certification

By submitting a proposal in response to this RFP, Contractor certifies that Contractor's company is a drug-free workplace in accordance with Florida Statute 287.087.

2.70. Proprietary/Restrictive Specifications

Prospective Proposers, who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing Division upon receipt of this Request for Proposals and prior to proposal opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request for Proposals.

2.71. Certification of Independent Price Determination

By submission of this proposal, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.72. Employment of Former Flagler County Employees By Any Person, Business, Or Organization Contracting With Flagler County

It shall be a violation for any person, business or organization contracting with Flagler County to employ in any capacity, any former Flagler County employee or member of Flagler County employee's immediate family within one year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement . The penalty for this violation may include disqualification of the proposal submission.

3. Special Terms and Conditions

3.1. Closing Date and Pre-Solicitation Conference

A. Request for Proposal (RFP): Closing Date

Response must be received through the County's eProcurement Portal before 1:00 pm on Thursday, May 28, 2026. Responses received after this time will not be considered.

B. No Pre-solicitation Conference will be held.

3.2. Authorized Official

The Request for Proposal (RFP) response and all required forms must be submitted/signed by an official authorized to legally bind the Respondent to all Request for Proposal (RFP) provisions. A Memorandum of Authority may be submitted to document that the individual is authorized to commit the firm to a contract.

3.3. Definition of Responsive and Responsible for this Solicitation

Each Response shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this Request for Proposal (RFP). (Responsive)

B. The greatest benefits to Flagler County as it pertains to: (Responsible)

1. Total Cost;

2. Delivery;

3. Past Performance. In order to evaluate past performance, all Respondents are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this Solicitation. Flagler County shall not be listed as a reference;

4. All technical specifications associated with this Request for Proposal (RFP);

5. Any other criteria that may be specific to your Request for Proposal (RFP), not necessarily everything specified here.

Financial Stability: All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Respondents are reminded that award may not necessarily be made to the lowest Response. Rather, award will be made to the most/lowest responsive, responsible, Respondent whose Response represents the best overall value to the County when considering all evaluation factors.

3.4. Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

3.5. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218.74, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after the due date.

By submitting a Response to Flagler County, the Respondent expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

3.6. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent shall be awarded an Agreement for an initial one (1) year term with the option for one (1) subsequent one (1) year renewal. All renewals will be contingent upon mutual written agreement and, when applicable, approval of the Board of County Commissioners.

3.7. Termination

- A. County may terminate this Agreement upon written notice to the Contractor at least thirty (30) days prior to desired termination date.
- B. Awarded Respondent may terminate this Agreement upon written notice to the County at least ninety (90) days prior to desired termination date.
- C. Upon receipt of notice of termination by the County from awarded Respondent or upon delivery of notice of termination from the County to Contractor, awarded Respondent shall:
 1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
 2. Inform County of the extent to which performance is completed;
 3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work/Services under the Agreement as is not terminated and with the prior approval of the County; and,

4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the rights, title, and interest of the awarded Respondent under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section, Termination, the County shall cause payments to be made to awarded Respondent within forty-five (45) days of receipt of invoice. Awarded Respondent shall invoice the County for any sums awarded Respondent claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty-five (45) days.
- E. With the approval of the County and to the extent required by the County, the awarded Respondent shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section, Termination. In addition, awarded Respondent shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.
- F. If awarded Respondent fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the awarded Respondent shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the awarded Respondent's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the awarded Respondent prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.
- G. The right of termination provided to the County and the awarded Respondent herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

3.8. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the awarded Respondent cannot disclaim consequential or special damages related to the performance of this Agreement. The awarded Respondent shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.9. Evaluation Method

The County will appoint a committee consisting of department staff to evaluate the proposals and to make recommendation to the Board of County Commissioners. The County will be the sole judge of its own best interests, the proposals, and the resulting Contract, if any. The County's decisions will be final. Award will be made to the proposal which presents the best value to the County based on the entire evaluation process and all the information gathered.

Note: Respondents are prohibited from contacting any of the committee members, other than the appropriate Procurement Coordinator prior to the recommendation of award from the committee.

3.10. Presentations by Respondents

1. Flagler County, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
2. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the Request for Proposal (RFP). The demonstration must satisfy the County, and the County shall be the sole judge of compliance.
3. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.11. Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this Solicitation, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.12. Proposal Acceptance Period

Any Proposal in response to this Request for Proposal (RFP) shall be valid through August 11, 2026. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by August 11, 2026.

3.13. Indemnification for Grant Funded Projects

The design professional shall indemnify and hold harmless the County, and its officers and employees, Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the

design professional and other persons employed or utilized by the design professional in the performance of the contract.

In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

4. Insurance Requirements

4.1. Required Types of Insurance.

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes Flagler County (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

The policy limits for all required policies in the Required Types and Limits of Insurance Chart shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the Solicitation and/or Contract documents.

4.2. Subcontractors and Independent Contractors.

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described in this Solicitation.

4.3. Claims Made Basis Insurance Policies.

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Office of Procurement and Contracts of any contractual obligations that may alter its professional liability coverage under the Agreement.

4.4. Risk Retention Groups and Pools.

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

4.5. Minimum Required Policies and Limits.

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

4.6. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis.

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

4.7. Disposal of Materials.

If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

4.8. Workers' Compensation.

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own

Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

4.9. Commercial General Liability Insurance.

The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds).

For construction related projects, County shall be added as additional insured to Contractor's policy by both ISO Endorsements CG 20 38 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalents. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38 and CG 20 37, or their equivalents.

For non-construction projects, Contractor shall add County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

4.10. Motor Vehicle Liability.

The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in the Required Types and Limits of Insurance Chart for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart. If Motor Vehicle Liability is by endorsement to another policy required in the Required Types and Limits of Insurance Chart, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in the Required Types and Limits of Insurance Chart, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

4.11. Professional Liability.

The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown in the Required Types and Limits of Insurance Chart in respect only to the project(s) contemplated by the Agreement. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or its agents or employees. For Contractors providing Architectural and Engineering related services, policy shall be broad enough to include errors and omissions specific to Contractor's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

4.12. Primary and Excess Coverage.

Any insurance required may be provided by primary and excess insurance policies.

4.13. General Insurance Requirements.

- A. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

- B. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- C. **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- D. **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- E. **Cancellation Notices.** During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Office of Procurement and Contracts with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- F. **Deductibles and Self-Insured Retentions.**
 - 1. Contractors that maintain and administer a self-insured retention or a large deductible formal program exceeding the insurance requirements listed in the Required Types and Limits of Insurance Chart to fund either program may submit an exception request in accordance with the solicitation section detailing Revisions, Addenda, Questions & Answers to be considered for this solicitation. The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.
 - 2. Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered.
 - 3. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

- G. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

4.14. Proof of Insurance.

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and any time after the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.
- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
- D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
- E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

4.15. Insurance Requirement

Before execution of the Agreement by the County and commencement of the operations and/or services to be provided, and during the duration of the Agreement, the Contractor shall file with the County current

certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:

- A. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.
- B. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
- C. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

The Contractor shall require and ensure that each of its subcontractors providing services here under (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

Coverage

Minimum Amounts and Limits

- Worker's Compensation
 - Statutory requirements at location of Work
- Employer's Liability
 - \$ 1,000,000 each occurrence
 - \$ 1,000,000 disease, aggregate
 - \$ 1,000,000 disease, each employee
- Commercial General Liability
 - \$ 2,000,000 General Aggregate
 - \$ 2,000,000 Products-Comp. Ops Aggregate
 - \$ 1,000,000 Each Occurrence
 - \$ 500,000 Fire Damage
 - \$ 0 Medical Expense
- Automobile Liability

- \$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
- Option of Split Limits:
 - Bodily Injury
 - \$ 1,000,000 per Person
 - \$ 1,000,000 per Accident
 - Property Damage
 - \$ 1,000,000
- Professional Liability
 - \$ 1,000,000 per claim
 - \$ 1,000,000 annual aggregate (when applicable)
- Physical Abuse, Sexual Misconduct, and Sexual Molestation
 - Provider shall provide evidence of coverage in an amount not less than \$500,000 per occurrence

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insureds, as regards to liability arising out of the Contractor's performance of the work or the work performed by others on behalf of the Contractor under this Agreement. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Agreement with the County, the Contractor shall furnish County with Certificates of Insurance (identifying on the face thereof the Project name and Agreement number) as evidence of the above required insurance and such Certificates shall include the following language: Flagler County BOCC as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Contractor or Contractor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The County will not maintain any insurance on behalf of the Contractor covering loss or damage to the work or to any other property of the Contractor.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under the Agreement.

The Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the County.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the County.

5. Scope of Work

5.1. Scope of Work

The County of Flagler, Florida, is seeking proposals from qualified service providers for the delivery of substance abuse treatment services. Funding for services is made available from the Alcohol and Drug Abuse Trust, generated from court fees in accordance with Sections 938.13 and 893.165 of Florida Statutes. The minimum proposal request amount is \$10,000, up to the maximum award of \$35,000. Funding will be a one-time award, though a subsequent one (1) year renewal may be executed if funds become available.

The primary goal of this initiative is to provide effective treatment options that promote recovery, improve community health, and reduce recidivism rates among individuals with substance use disorders. This scope of work outlines the requirements, expectations, and specifications that respondents must adhere to in their proposal submissions. Proposals shall include detailed information of how the proposed project meets each of the sections below.

Flagler County seeks proposals from local and regional non-profit organizations with experience providing substance use prevention, substance abuse treatment or related services to the community. Agencies not currently funded by Flagler County Health and Human Services are eligible to apply. Proposal should address each of the specifications noted below, as well as provide a thorough description of services if awarded, as well as projected outcomes and numbers served.

Specifications

Service Overview

Eligible proposed services can include:

- A. Outreach, assessment and evaluation of individual treatment needs.
- B. Individual and group counseling services.
- C. Family and community engagement.
- D. Relapse prevention programs.
- E. Aftercare and support services post-treatment.
- F. Sober living/recovery housing
- G. Co-occurring - Dual diagnosis (Mental Health/Substance Use) services

Target Population

The services provided will target adults (18 years and older) experiencing substance use disorders and residing in Flagler County. Special attention will be given to vulnerable populations, including individuals with co-

occurring mental health disorders, those involved in the criminal justice system, and/or those experiencing homelessness

Clinical Standards

All services must adhere to the following standards and guidelines:

- National Institute on Drug Abuse (NIDA) Principles of Drug Addiction Treatment.
- Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines.
- Florida Department of Children and Families standards for substance abuse treatment.
- Health Insurance Portability and Accountability Act (HIPAA) compliance for patient confidentiality.

Program Components

Proposals must include the following program components, as applicable and appropriate to the program model and services being proposed:

- **Intake and Assessment:** A comprehensive intake process that includes biopsychosocial assessments and the development of individualized treatment plans.
- **Therapeutic Interventions:** Referral to and/or provision of evidence-based practices including cognitive-behavioral therapy (CBT), dialectical behavior therapy (DBT), motivational interviewing, 12-step facilitation and others.
- **Case Management:** Support to assist individuals in accessing necessary care, including medical, social, educational, housing and vocational services.
- **Outcome Measurement:** Establishment of measurable outcomes to monitor progress and effectiveness of treatment.
- **Services location/accessibility:** Providers must be able to operate at least on client accessible service location in Flagler County.

Service Requirements

Qualification of Personnel

All staff involved in the delivery of substance abuse treatment services must meet the appropriate staff licensure and certification qualifications for each role necessary to administer the program:

- Licensed or certified substance abuse counselors (LSAC) or equivalent credentials. Peer based programs must utilize Certified Recovery Peer Specialists (CRPS) staff in administering peer related programming.

- Professional experience in substance abuse treatment and counseling.
- Regular training and education in evidence-based practices and ethical standards.
- Background checks to ensure safety and efficacy in service provision.

Treatment Environment

If proposal is to fund any aspects of a treatment facility, it must provide a safe, confidential, and supportive environment for all participants. The facility must be compliant with all relevant health and safety regulations, and it should include:

- Private meeting rooms for counseling sessions.
- Accessible locations for individuals with disabilities.
- A welcoming and non-judgmental atmosphere.
- Resources for additional support, such as crisis intervention services.

Community Collaboration

The selected service provider must demonstrate a commitment to collaborating with local organizations, law enforcement, and health services to ensure a comprehensive approach to substance abuse treatment and recovery. Engagement with community stakeholders will include:

- Regular participation in community meetings.
- Development of referral and follow-up networks.
- Outreach initiatives to raise awareness of available services.

Delivery Requirements

Timelines

Timelines for the commencement and delivery of services are as follows:

- Service initiation should occur within 30 days of contract execution.
- Regular progress reports and invoice for services must be submitted to the County of Flagler by the 10th day of each month, highlighting ongoing activities, challenges faced, and successes achieved.
- A detailed annual report summarizing treatment outcomes should be submitted at the end of each fiscal year.

Reporting and Documentation

Providers are required to maintain accurate and complete records of all services provided. Compliance with the following reporting requirements is mandatory:

- Maintain client records in accordance with HIPAA regulations and state laws.
- Utilize standardized assessment tools to track client progress.
- Submit required documentation and data to the County for monitoring purposes as stipulated in the contract.

Funding and Invoicing

Up to \$35,000 in one-time funding for the proposed services will be provided by the County of Flagler. Proposals must include a detailed budget outlining all anticipated costs associated with the provision of services, including:

- Personnel expenses.
- Materials and supplies.
- Facility overhead costs.
- Indirect costs (if applicable)
- Match/in-kind contributions

Invoices for services provided must be submitted on a timely basis, according to the terms established within the contract.

Conclusion

The County of Flagler is dedicated to addressing substance use disorders and seeks proposals that provide innovative and effective treatment solutions. Providers are encouraged to submit detailed proposals that align with the specifications and requirements outlined in this scope of work, ultimately contributing to the well-being of individuals and the community as a whole.

6. Evaluation Phases

Each Proposal submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
2. That the following elements of Contractor's proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public
3. Scoring (0-5) shall be assigned as follows. Each criteria will have a weight assigned to calculate total points awarded.

- 0= Did not submit
- 1 = Poor - Proposal is lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.
- 2 = Below Average - Proposal meets many of the basic requirements, specifications or provisions of the specific item, but is lacking in some essential aspects for the specific criteria.
- 3 = Average - Proposal adequately meets the minimum requirements, specifications, or provisions of the specific item, and is generally capable of meeting the County's needs for the specific criteria.
- 4 = Above Average - Proposal more than adequately meets the minimum requirements, specifications, or provisions of the specific criteria, and exceeds those requirements in some aspects for the specific criteria.
- 5 = Excellent - Proposal exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

4. Pricing elements shall be scored with lowest price/highest revenue receiving 5 points and calculating down from there based on percentage.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	FIRM QUALIFICATIONS & EXPERIENCE The overview should establish the ability of the Respondent to satisfactorily perform the scope of services by showing: ○ demonstrated competence in the services to be provided, ○ the nature and relevance of similar work currently being performed or recently completed, ○ a record of meeting schedules and deadlines of other clients, ○ competitive advantages over other firms in the same industry; strength and stability as a business concern, and ● Describe your firm’s most noteworthy qualifications for providing the required services to the County. Specifically highlight those qualifications that distinguish you from your competitors.	0-5 Points	30 (30% of Total)
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2.	STAFFING & PROJECT ORGANIZATION ● Identify the key personnel from your firm who would be assigned to this Project. Include a brief description of their qualifications, current job functions, proposed roles, and office location(s). Designate a principal of the firm who would be ultimately responsible for the management of the Project, providing day-to-day direction of the required work. Furnish brief resumes (not more than two pages long) for all key personnel. ● If you propose to utilize sub-contractors in the performance of the services covered under this RFP, please provide information about their organization in accordance with Tab 2.1 above. Also, provide information about the key personnel that your sub-contractors intend to assign to perform the services in accordance with this Section. ● Provide a simple organization chart that clearly delineates communication and reporting relationships among your project staff and your proposed sub-contractors	0-5 Points	20 (20% of Total)
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3.	WORK PLAN & TECHNICAL APPROACH - Describe the firm’s approach and the understanding of the County’s objectives and requirements. - Demonstrate your ability to meet those requirements. - Outline clearly and concisely the plan for accomplishing the specified work. - Describe the firm’s approach to how your firm will accomplish the work and satisfy the County’s objectives described in this RFP and Scope of Services. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress. - Provide detailed information on how your firm will communicate with the assigned County personnel prior to, during and after the job commencement. - Provide a projected timeline/schedule.	0-5 Points	30 (30% of Total)
4.	FEE PROPOSAL Scoring for Fee Proposal will be done by Admin Scoring. Reward will be based on lowest cost. The lowest cost would be awarded maximum points and from there each cost will be assigned score accordingly to where they rank from lowest to highest.	0-5 Points	20 (20% of Total)

7. Vendor Questionnaire

1. Acknowledgements

1.1. *Acknowledgment**

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

☐ Yes

☐ No

*Response required

1.2. *Scope of Services Acknowledgement**

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

☐ Yes

☐ No

*Response required

1.3. *By checking yes, the vendor agrees to comply with the E-Verify requirements as described in this section.**

Compliance with E-Verify Federal Requirements

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall

include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

☐ Yes

☐ No

*Response required

1.4. Registration on Sam.gov*

For any federally funded project, respondent agrees to register on SAM.gov if awarded a contract under this solicitation.

☐ Yes

☐ No

*Response required

When equals "Yes"

1.4.1. Please provide your UEI#*

*Response required

1.5. Registration on Sunbiz.org*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.5.1. Please provide your Sunbiz.org Document Number*

*Response required

When equals "Yes"

1.5.2. Please upload your Sunbiz.org certificate.*

*Response required

1.6. Insurance Acknowledgement*

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

- ☐ Yes
☐ No

*Response required

1.7. *Name and Title of Authorized Agent of the Respondent**

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with Flagler County, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by Flagler County.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

*Response required

1.8. *Conflict of Interest**

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of Flagler County. Further, all respondents must disclose the name of any Flagler County employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

- ☐ Yes
☐ No

*Response required

When equals "Yes"

1.8.1. *Enter explanation of the conflict of interest as indicated above. **

*Response required

1.9. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Flagler County board(s) or committee(s)?*

Please indicate response.

☐ Yes

☐ No

*Response required

When equals "Yes"

1.9.1. If you indicated YES to Flagler County board/committee question above...

Please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

1.10. Public Entity Crime Acknowledgement*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

☐ Yes

☐ No

*Response required

1.11. Scrutinized Companies Certification*

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the

purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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 it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.' *

☐ Yes

☐ No

*Response required

1.12. Acknowledgment Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid 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.

- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Yes

☐ No

*Response required

When equals "No"

1.12.1. Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

2.1. Addenda/Questions Acknowledgement*

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the Solicitation closing date and have given consideration to all information in preparing the response to this Solicitation. Selecting YES will serve as confirmation of acknowledgement.

☐ Yes

☐ No

*Response required

3. Forms/Documentation

3.1. Proposal Form*

Please download the attached form, complete, and upload the completed form.

- [Proposal Form 11.18.24.pdf](#)

*Response required

3.2. *Vendor Information and W-9 Form***

Please download the below documents, complete, and upload.

- [W-9.pdf](#)
- [Vendor Information Form.pdf](#)

*Response required

3.3. *Memorandum of Authority*

If the Authorized Signatory identified in Section 1.7 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

3.4. *Drug-Free Workplace**

Please download the below documents, complete, and upload.

- [DRUG FREE WORKPLACE.pdf](#)

*Response required

3.5. *Affidavit of Non-Collusion and of Non-Interest***

Please download the below documents, complete, and upload.

- [Affadavit of Non-Collusion.pdf](#)

*Response required

3.6. *Hold Harmless Agreement**

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Flagler Hold Harmless Agree...](#)

*Response required

3.7. *Prohibition Against Contingent Fees**

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Contige...](#)

*Response required

3.8. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes*

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Flagler Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- [Flagler Human Trafficking A...](#)

*Response required

3.9. Proof of Insurance *

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Flagler County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

*Response required

3.10. Financial Statement *

All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

☐ Please confirm

*Response required

4. Proposal Information

Proposals shall be clear, concise, indexed by subject and properly submitted per the requirements. Documents shall be uploaded by the Respondent to the appropriate section.

Failure to provide the required information may result in the proposal not being considered.

4.1. Submittal Letter *

Provide a general introductory statement and include business name, address and telephone number, name, title, address, telephone number, fax number, and e-mail address of the person who can be contacted during the period of the response evaluation. Letter must be signed by the person authorized to bind company to the terms of this RFP.

*Response required

4.2. *Qualifications, Related Experience***

The overview should establish the ability of the Respondent to satisfactorily perform the scope of services by showing:

- demonstrated competence in the services to be provided,
- the nature and relevance of similar work currently being performed or recently completed,
- a record of meeting schedules and deadlines of other clients,
- competitive advantages over other firms in the same industry; strength and stability as a business concern, and
- Describe your firm's most noteworthy qualifications for providing the required services to the County. Specifically highlight those qualifications that distinguish you from your competitors.
- Disclose any existing or potential conflicts of interest between the scope of work required by the County and your firm's other business activities.

*Response required

4.3. *Staffing and Project Organization***

- Identify the key personnel from your firm who would be assigned to this Project. Include a brief description of their qualifications, current job functions, proposed roles, and office location(s). Designate a principal of the firm who would be ultimately responsible for the management of the Project, providing day-to-day direction of the required work. Furnish brief resumes (not more than two pages long) for all key personnel.
- If you propose to utilize sub-contractors in the performance of the services covered under this RFP, please provide information about their organization in accordance with Tab 2.1 above. Also, provide information about the key personnel that your sub-contractors intend to assign to perform the services in accordance with this Section.
- Provide a simple organization chart that clearly delineates communication and reporting relationships among your project staff and your proposed sub-contractors.

*Response required

4.4. *Project Approach**

- Describe the firm's approach and the understanding of the County's objectives and requirements.
- Demonstrate your ability to meet those requirements.
- Outline clearly and concisely the plan for accomplishing the specified work.

- Describe the firm's approach to how your firm will accomplish the work and satisfy the County's objectives described in this RFP and Scope of Services. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.
- Provide detailed information on how your firm will communicate with the assigned County personnel prior to, during and after the job commencement.
- Provide a projected timeline/schedule.

*Response required

4.5. Pricing Proposal**

Proposals must include a detailed budget outlining all anticipated costs associated with the provision of services, including:

- Personnel expenses.
- Materials and supplies.
- Facility overhead costs.
- Indirect costs (if applicable)
- Match/in-kind contributions

*Response required

4.6. Similar Projects and References *

- List Florida public agencies for which your firm has provided similar consulting services.
- Identify at least three (3) current and three (3) former clients the County may contact as references and who can attest to your expertise to perform the service. Describe the work performed and include the name, job title, address, telephone number and e-mail address of a contact person for each reference.
- Identify all lost or terminated contracts within the past five (5) years. For each contract, describe the services your firm provided, and state the reason(s) for the end of your working relationship.

*Response required

8. Definitions

As used in this Solicitation, the following terms shall have the meanings set forth below:

- **Construction Services:** Means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. The term "construction services" does not include Contracts or work performed for the Department of Transportation.
- **Consultant:** The person with education and/or experience which uniquely qualifies him or her to perform a specialized service for the County.
- **Consultant's Services:** Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the government; normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.
- **Contract:** The document resulting from this solicitation between the County and the awarded Respondent, including this RFP, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.
- **Contractor:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a Bid or proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.
- **Contract Administrator:** The Procurement and Contract Services Manager or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Procurement and Contract Services Manager.
- **County:** Shall mean the Flagler County Board of County Commissioners (a body corporate and politic and a subdivision of the State of Florida).
- **County's Project Manager(s):** The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.
- **Day:** The word "day" means each calendar day or accumulation of calendar days.
- **Director:** The Procurement and Contract Services Manager for Flagler County Board of County Commissioners, Florida.

- **Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.
- **Proposal:** The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.
- **Proposer:** See Respondent.
- **Protest:** See process at www.flaglercounty.gov/departments/financial-services/purchasing under Procurement Manual.
- **Respondent:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the RFP.
- **Respondent's Project Manager:** The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.
- **Task Assignment:** Specific, detailed services or work placed against an awarded and established continuing services Contract memorialized as an Amendment to this Contract by the parties prior to the commencement of such Work or Services by the Consultant.



County of Flagler

26-RFP-012

SUBSTANCE ABUSE TREATMENT SERVICES 2026

This Contract, entered into this Wednesday, July 1, 2026 by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building 2, Bunnell, FL 32110, hereinafter called the **COUNTY**, and Foundations to Freedom, Inc., whose address is 339 E. New York Ave, Deland, FL 32724 hereinafter called the **CONTRACTOR**.

WITNESSETH: That the **COUNTY** agrees with the **CONTRACTOR**, as follows:

- A. The Contract shall consist of the following, all of which are hereby made a part hereof:
 - 1. 26-RFP-012 Bid Documents
 - 2. 26-RFP-012 Bid Submission
 - 3. Insurance Certificate(s)
- A. The **CONTRACTOR** agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract described herein and to the satisfaction of the **COUNTY** or its duly authorized representative.
- B. The **CONTRACTOR** agrees to commence the work to be done under this Contract, beginning after the award date.
- C. The **COUNTY** agrees to pay the **CONTRACTOR** for the services rendered, in accordance with the pricing structure set forth in the Bid Submission.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Robert Rounds, Digitally signed by Robert
Rounds, CPPB, NIGP-CPP
Date: 2026.06.15 09:02:39
-04'00'
CPPB, NIGP-CPP

Robert Rounds, Procurement & Contract Services Manager

APPROVED-AS-TO-FORM

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2026.06.15 08:51:26 -04'00'

Sean S. Moylan, Deputy County Attorney

[THIS SPACE INTENTIONALLY LEFT BLANK]

ATTEST:

FOUNDATIONS TO FREEDOM, INC.


Signature


Signature

Mary Thierry, Executive Assistant
Print Name, Title

Katherine Russell, Executive Director
Print Name, Title

6/15/2020
Date



County of Flagler

REQUEST FOR PROPOSAL

26-RFP-012

SUBSTANCE ABUSE TREATMENT SERVICES 2026

RELEASE DATE: April 20, 2026

RESPONSE DEADLINE: May 28, 2026, 1:00 pm

Please refer to the project timeline in this document for all important deadlines.

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1. Introduction
2. General Terms and Conditions
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4. Insurance Requirements
5. Scope of Work
6. Evaluation Phases
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- D - Affidavit of Non-Collusion
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- F - W-9
- G - Flagler Hold Harmless Agreement
- H - Prohibition Against Contingent Fees
- I - Flagler Human Trafficking Attestation
- J - PO Standard Terms and Conditions

1. Introduction

1.1. Summary

The Flagler County Department of Health and Human Services is requesting proposals for Substance Abuse and Treatment related services. Funding for services is made available from the Alcohol and Drug Abuse Trust, generated from court fees in accordance with Sections 938.13 and 893.165 of Florida Statutes. Minimum request is for \$10,000, up to maximum award of \$35,000.

Funding will be a one-time award, though a subsequent one (1) year renewal may be executed if funds become available. Flagler County seeks proposals from local and regional non-profit organizations with experience providing substance use prevention, substance abuse treatment or related services to the community. Agencies not currently funded by Flagler County Health and Human Services are eligible to apply.

1.2. Background

In the 2024 Community Health Needs Assessment conducted by the FL Department of Health and other community partners, Substance Abuse and Treatment and related services were designated as a community need. The goal of disseminating the Alcohol and Drug Trust funding is to further enhance services and resources available to support the community and provide additional resources to those facing substance use related issues. The Flagler County Board of County Commissioners will ultimately approve the applicant(s) selected for award. Funding under this grant will be one time, with a grant term of one year, though a subsequent one (1) year renewal may be executed if funds become available.

1.3. Contact Information

Shannon Burnett

Procurement Coordinator

1769 East Moody Blvd

Building 2

Bunnell, FL 32110

Email: sburnett@flaglercounty.gov

Phone: [\(386\) 313-4062](tel:(386)313-4062)

Department:

Health & Human Services

Department Head:

Joe Hegedus

Director

1.4. Timeline

Release Project Date	April 20, 2026
Question Submission Deadline	May 4, 2026, 4:00pm
Proposal Submission Deadline and Bid Opening	May 28, 2026, 1:00pm 3rd Floor Financial Services Conference Room 1769 East Moody Blvd Bldg. 2 Bunnell, FL 32110 Microsoft Teams meeting Join on your computer, mobile app or room device: https://teams.microsoft.com/meet/275628838998269?p=VPEUNYRadEaUHvdbB8 Meeting ID: 275 628 838 998 269 Passcode: u8mE6VM7
Evaluation Committee Meeting (Non-Mandatory)	June 4, 2026, 1:00pm 3rd Floor Financial Services Conference Room 1769 East Moody Blvd Bldg. 2 Bunnell, FL 32110 Microsoft Teams meeting Join on your computer, mobile app or room device: https://teams.microsoft.com/meet/29792953833519?p=xehmQM67KyEaCXsH4N Meeting ID: 297 929 538 335 19 Passcode: B4mx9Ag3

2. General Terms and Conditions

2.1. Submission of Offers

The Flagler County Board of County Commissioners ("Flagler County" or "County") are requesting proposals for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a proposal to provide this service and/or product(s), please provide the requested information in this solicitation, complete the included forms, and submit these documents with your response through OpenGov Procurement, at <https://procurement.opengov.com/portal/flaglercounty> by the date and time posted. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Proposer. Responses received after the posted date and time will not be considered. Additional information may be submitted with the response. No offer may be modified after acceptance. Terms and conditions differing from those in this solicitation may be cause for disqualification of the Response. Failure to provide the required information may result in the Response not being considered.

Do not submit confidential information, proprietary information and/or trade secrets.

2.2. Purchase Order/Master Agreement Terms and Conditions

The County's general terms and conditions for Purchase Orders or Master Contracts included as an exhibit with this Request for Proposal (RFP) shall apply unless otherwise noted.

2.3. Compliance with Ordinances, Regulations, and Laws

The County reserves the right to require proof that the Proposer is an established business and is abiding by all applicable local, State, and Federal ordinances, regulations, and laws. This may include, but is not limited to, business tax receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, and/or registration with the Florida Department of State, Division of Corporations' Sunbiz website at www.sunbiz.org.

2.4. Agreement Cancellation

1. The County reserves the right to cancel any Agreement resulting from this Request for Proposal (RFP) without cause with a minimum thirty (30) day written notice to the Contractor.
2. The Contractor may cancel the Agreement resulting from this Request for Proposal (RFP) without cause with a minimum thirty (30) days written notice to the County.

2.5. Proposer's Responsibility

The Proposer, by submitting a Response, represents that:

1. The Proposer has read and understands the Solicitation in its entirety and that the Response is made in accordance therewith;

2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
3. The Proposer has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Flagler County, Florida, upon which the Proposer will rely. If the Proposer receives an award because of its Response, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Proposer for additional compensation or relief; and,
4. The Proposer will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

2.6. Execution of Offer

Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Proposer to the provisions therein. All spaces requesting information from the Proposer or asking a question of the Proposer shall be completed.

2.7. Opening

Pursuant to Section 119.071, Florida Statutes, responses and the completed tabulation will be available for inspection within thirty (30) days of Solicitation opening. Contact the Office of Procurement and Contracts during regular business hours to inspect responses and the completed tabulation or go to the County's [eProcurement Portal](#) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Solicitation openings and public meetings may be attended either in person or remotely. Solicitation openings may be accessed remotely as described in the introduction timeline section of this Solicitation.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the Office of Procurement and Contracts at (386) 313-4008 two (2) business days before any meeting date.

2.8. Public Records Law

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to 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 386-313-4001, PUBLICRECORDS@FLAGLERCOUNTY.GOV, BY MAIL, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, OFFICE OF PROCUREMENT AND CONTRACTS , ATTN: ADMINISTRATION, 1769 E. MOODY BLVD, BLDG. 2, BUNNELL, FL 32110.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
2. 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.
3. 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 or termination of the Contract if the Contractor does not transfer the records to the County.
4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the 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 County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records , in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the

Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Flagler County on an expedited basis to enforce the requirements of this section.

2.9. Confidential Information and Infringement

- A. Confidential Information and/or Trade Secret do not include the following:
 - 1. Information already known or independently developed the party in possession; or
 - 2. Information in the public domain through no wrongful act of the party in possession; or
 - 3. Information received by the party in possession from a third party who was free to disclose it; or
 - 4. Information regularly disclosed to third parties without restriction on disclosure; or
 - 5. Information required to be disclosed by law or an order of a court of competent jurisdiction.
- B. Confidential Information and Infringement. If Contractor is licensing or developing software (including derivative works) for use by the County, Contractor grants County a perpetual, fully paid, non-assignable, non-exclusive, royalty-free license to use Contractor's software deliverables developed or licensed under a Contract. Said license includes software owned by Contractor, which is furnished under a Contract, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including, without limitation, the right to use such deliverable(s).
- C. If Contractor is licensing, providing, or developing software including derivative works for use by the County, Contractor agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Contractor licensed applications provided under any software owned by Contractor and licensed to County or provided by Contractor for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.

1. In addition to the foregoing indemnification provision, Contractor shall also take the following steps to assure that County can continually use the software which Contractor has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:
 - a. Promptly replacing the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or
 - b. Promptly modifying the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the Licensed Applications and/or Sublicensed Applications in any manner; or
 - c. Promptly procuring the right for the County to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and
 - d. Unless otherwise agreed by the parties, promptly shall mean for the purposes of this Section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Contractor unless otherwise agreed by the Parties.
- D. In the event that Contractor does not enable the County to use that which Contractor has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of the contract, Contractor shall be in material default of said contract and subject to Termination.
- E. If Contractor is granting a license or develops software for the County under this contract, it hereby warrants and represents that:
 1. Contractor is the sole owner of all right, title, and interest in and to the Contractor licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into a Contract and grant County a perpetual license; and
 2. No portion of any licenses or right granted to the County to use Contractor's software pursuant to the terms of the applicable software license contract of Contractor for any work performed under a Contract violates or is protected by right, title, interest or similar right of any third person or entity.

2.10. Clarification, Correction of Entry, Minor Irregularities

The Flagler County Board of County Commissioners reserves the right to allow for the clarification of questionable entries and the correction of obvious mistakes. The County reserves the right to waive minor irregularities in Submittals, providing such action is in the best interest of the County. Minor irregularities are

defined as those that have no adverse effect on the County's best interests and will not affect the outcome of the selection process by giving the Proposer an advantage or benefit not enjoyed by other Proposers.

2.11. Revisions, Addenda, Questions & Answers

1. It is incumbent upon each Proposer to carefully examine the specifications, scope of work/service, terms, and conditions of this Solicitation. The posting of answers through the County's [eProcurement Portal](#) is the only official method by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this Solicitation shall be directed through the question-and-answer section of the County's [eProcurement Portal](#).
2. If it becomes necessary for the County to revise or clarify any part of this Solicitation it will be updated on the County's [eProcurement Portal](#) by the posting of answers to questions received and/or the revision of solicitation language/documentation. It is each Proposer's responsibility to check the County's [eProcurement Portal](#) for any posted answers, and/or solicitation changes. Each Proposer shall ensure that they have reviewed all questions & answers and/or changes to this Solicitation before submitting their Response. By submitting a response, Proposers acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date and time.
3. Each answer issued by the County shall become a material part of this Solicitation. Answers posted by the County and/or changes made to the Solicitation are authoritative and shall be considered an addendum to the Solicitation.
4. All information in this Solicitation, including information provided through the Question & Answer feature, are incorporated into the Solicitation and/or any Contract resulting from this Solicitation.
5. Questions and exceptions shall be submitted before 4:00 pm on Monday, May 4, 2026. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Proposer's right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

2.12. Incurred Expenses

The County has no obligation to make an award as a result of this Solicitation, nor shall the County be responsible for any cost or expense which may be incurred by any Proposer in preparing and submitting a Response, or any cost or expense incurred by any Proposer prior to the execution of a Purchase Order or Contract.

2.13. Disadvantaged Businesses

The Flagler County Board of County Commissioners has adopted policies which assure and encourage the full participation of Minority Business Enterprises (MBE), Women-owned Business Enterprises (WBE), and

Veteran-owned Business Enterprises (VBE) in the provision of goods and services. The County encourages joint ventures with these businesses.

2.14. Local Preference

It is the policy of the Board that Flagler County vendors are given preference in the procurement process, unless otherwise prohibited or waived by the County Administrator.

The term Flagler County Vendor means any business: having a physical location within the boundaries of Flagler County for at least twelve (12) months immediately prior to the issuance of the request for Quotes, Bids or Proposals by the County; holding any business licenses required by the County, and/or, the municipalities, if applicable; and employing at least one (1) full time employee, or two (2) part-time employees whose primary residence is in Flagler County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one (1) or more persons whose primary residence is in Flagler County.

It is the vendor's responsibility to request Local Preference by submitting a completed Local Preference Affidavit with its sealed proposal.

2.15. Pricing

Unless otherwise specified, prices offered shall:

- remain firm for a period of at least one hundred and twenty (120) days from the date of Solicitation opening, prior to award being made;
- include FOB Destination, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery (for goods);
- include all expenses necessary to provide the service at the location specified (for services).

2.16. FOB Destination

The FOB point for this contract and for all purchases made under it shall be at the project site in Flagler County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes arising out of shipping prior to acceptance by Flagler County shall be between the Contractor and the carrier.

2.17. Payment Terms

Unless otherwise stated in the Special Terms and Conditions, the County will remit full payment on all undisputed invoices within forty five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) or receipt of all products or services ordered in accordance with the Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

2.18. Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for contract termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in its sole discretion, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change, and prices go down.

2.19. Additional Terms & Conditions

The Flagler County Board of County Commissioners reserves the right to reject offers containing terms or conditions contradictory to those requested in this Solicitation.

2.20. Taxes

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 59-78-0089K) and Florida sales tax (Exemption# 85-8013245979C-5). Certificates are available and can be obtained by emailing purchasing@flaglercounty.gov.

2.21. Discounts

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the contract.

2.22. Meets/Minimum Specifications

The specifications listed in the Scope of Work are the minimum required performance specifications for this Solicitation; they are not intended to limit competition nor specify any particular Proposer, but to ensure that the County receives quality services. The Proposer represents that all offers to this Solicitation shall meet or exceed the minimum requirements specified.

2.23. Samples

When required, samples of products shall be furnished with Response to the County at no charge. Samples may be tested and will not be returned to the Proposer. The result of any and all testing shall be made available upon written request.

2.24. Silence of Specifications

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

2.25. Change in Scope of Work/Service

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment or change order to the contract signed by the County and the Contractor.
2. If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's designated representative in writing of this belief. The Contractor and County shall negotiate modifications to the contract in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this solicitation for which requirements were not known when the Solicitation was released.

2.26. Governing Laws/Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without giving effect to any choice of law principles. Jurisdiction over, and venue for, any controversies or legal issues arising out of this contract shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Flagler County, Florida. By entering into this contract, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to the contract, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under the contract.

2.27. Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under the contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under the contract, Contractor shall, no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section, but no waiver shall be granted by the County without a written and duly executed amendment to the contract.

2.28. Content of Solicitation/Response

The contents of this Solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto shall be incorporated into a contract to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this Solicitation shall supersede the requirements as specified in the *General Terms and Conditions* and/or *Special Terms and Conditions* section(s) of this Solicitation.

2.29. Contract

The contents of this Solicitation and all provisions of the successful proposal deemed pertinent by the County shall be incorporated into a contract and become legally binding on the selected Proposer and County. The content of the contract may contain changes as a result of the Solicitation process and the content of the submittal received. The contract shall, at minimum, include the substantive terms and conditions as outlined in the Solicitation and be subject to review by the County Attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and shall contain an order of precedence and may contain those additional terms and conditions that the County deems in its best interest.

The County shall be responsible for only those orders placed by the County pursuant to the contract or on an authorized signed Purchase Order. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, contract, or change order, the Proposer should promptly contact the Office of Procurement and Contracts at (386) 313- 4008.

2.30. Disclosure of Response Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Solicitation. Selection or rejection of any Response does not affect this right. Flagler County, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

2.31. Limitation of Liability/Indemnification

The Contractor shall indemnify, defend, and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations or services under this contract. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this contract.

In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors pursuant to Contractor's insurance. The Contractor's indemnification obligation shall survive the expiration or termination of the contract.

2.32. Payment of Subcontractors

Contractor shall save and hold the County harmless from any and all claims or actions by Contractor's subcontractor(s) for payment of monies such subcontractor claims to be owed by Contractor for Work performed under the contract. Nothing in the contract shall create any obligation on the part of the County to pay directly to any Subcontractors any monies due for Work performed under the contract.

2.33. Infringement Claim

For all licensed software or derivate works of the licensed software used by County under the resulting contract, Contractor agrees to protect, defend, indemnify, and hold harmless the County, its agents, elected officials and employees from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

2.34. Sovereign Immunity

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this contract to the contrary, nothing in this contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2.35. Compliance with Federal E-Verify Regulations

Contractor covenants and agrees to the following provisions, as required by law:

1. If and to the extent the contract meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this contract as if fully set forth herein.
2. Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors) on or after the effective date of this contract and thereafter during the remaining term of the contract.
3. In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this contract or the subcontract, whichever is longer. Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the contract. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this contract.
4. If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or

the Presidential Executive Order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this contract by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds by breaching the requirements of this section; (iii) the County may terminate this contract immediately and without penalty and such termination shall not be or be considered a breach of this contract; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the contract. Contractor acknowledges and understands that if the County terminates this contract in accordance with this Section, Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.

2.36. Public Entity Crimes

Pursuant to paragraph 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

By entering into this contract, the Contractor represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

2.37. Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this Solicitation permits or shall be construed as authorizing Proposer to use or display County's Intellectual Property on Proposer's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Proposer in response to this solicitation. The County has the right to redact the County Logo displayed on any Response.

2.38. Training

Unless otherwise specified suppliers/providers may be required at the convenience of, and at no expense to, the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this Solicitation.

2.39. Acceptance

Products purchased as a result of this Solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor.

2.40. Safety Warranty

Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

2.41. Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Contractor shall, at all times, comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

2.42. Warranty

The Proposer agrees that, unless otherwise specified, the product and/or service furnished as a result of this Solicitation and award thereto shall be covered by the most favorable commercial warranty the Proposer gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the Flagler County Board of County Commissioners by any other provision of the Solicitation/offer.

2.43. Award of RFP

The County reserves the right to award the Agreement to the Proposer(s) that the County deems to offer the best overall Proposal or solution, as defined in the solicitation section, Special Conditions - Evaluation Criteria. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RFP, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re advertise with either the identical or revised specifications if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting and re soliciting when responses exceed budget, and the County must change the solicitation to lower costs. The

County also reserves the right to make multiple awards based on experience and/or qualifications of Proposers and to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

2.44. Other Agencies

All Contractors awarded contracts from this Solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in an agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

2.45. County Facilities

County facilities are administrative facilities that provide services to the Flagler County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

2.46. Licenses, Certificates, and Permits

1. The County reserves the right to require proof that the Proposer is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, and the Division of Corporations' Sunbiz at www.sunbiz.org.
2. The Proposer must be registered with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting contract.
3. If a license is required, the Proposer shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Proposer shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
4. If applicable, the Proposer shall have a current professional registration certificate from the appropriate governing board. The Proposer must be properly registered at the time of its submittal to practice their profession in the State of Florida.
5. At time of Solicitation submittal, Proposer shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting contract. If Proposer proposes to use a Subcontractor or sub-consultant to perform any work under the resulting contract such subcontractor and/or sub-consultant shall, at the time of Solicitation submittal, hold the required

licensure for all work to be performed under the resulting contract as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting contract. All licenses and permits required to perform Contractor's duties under the resulting contract whether such license or permit is required by the federal government, State of Florida, Flagler County, or any municipality, shall be at Proposer's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting contract.

2.47. Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting contract. Contractor shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a retention period of five (5) years after completion or termination of the contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

2.48. Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Flagler County Board of County Commissioners

Human Resources/Risk Management Division

Address: 1769 E. Moody Blvd., Bldg. 2

Bunnell, Florida 32110

Telephone: 386-313-4035

Fax: 386-313-4107

2.49. Waiver and Limitation of Claims

Once the contract expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the contract. After that period, any right to claims against the County by the Contractor concerning the contract are waived.

2.50. Compliance with Laws and Regulations

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under the contract. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, and employees against any liability or claim made against the County arising from, or based on, the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, proposers are hereby notified that:

- The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and
- The County may not give preference to a vendor based on the vendors social, political or ideological interests.

2.51. For Internet/Web Services

For the purposes of this paragraph, any services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice, or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this contract, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

2.52. Scrutinized Companies-FL Statute Section 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. For contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized

Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has not been engaged in business operations in Cuba or Syria. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. 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 five (5) calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made 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 Section 287.135, Florida Statutes, as amended from time to time.

2.53. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes

A duly authorized officer or representative of the Proposer (non-governmental entity) shall complete the included Flagler Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

2.54. Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the contract as the result of changes in law and/or ordinances of Flagler County to impose new rules and regulations on the Contractor under the contract relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Flagler County materially alters the obligations of the Contractor, or the benefits to the County, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the contract under this clause.

2.55. Right to Require Performance

The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

2.56. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this contract, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this contract. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the contract.

2.57. Contractor's Personnel

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position.
4. The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
6. The Contractor shall include the provisions of the foregoing paragraphs 3.59A.-E. above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor.
7. The Contractor and any Subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
8. The Contractor shall not disclose any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the contract which are not otherwise known to the general public.
9. Both Contractor and Subcontractors awarded a contract as a result of Local Preference, shall register all open positions related to this contract with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

2.58. County/Contractor Relationship

1. Any awarded contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent contractor, the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for

all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the contract, nor shall the County pay for any business, travel, or training expenses or any other contract performance expenses not explicitly set forth in the specifications.
4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

2.59. Disqualification of Proposers

1. Only one (1) Response from an individual firm, partnership or corporation under the same or under a different name will be considered. If a Proposer submitted more than one (1) Response for the work involved, all Responses submitted from such Proposer will be rejected.
2. Collusion among Proposers: If it is believed that collusion exists among the Proposers, the Responses of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

2.60. Debarment: Purpose and Intent

The County endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the County asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the County's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of County vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede County's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis.

2.61. Unit Prices and Interpretation

For the purpose of this Solicitation and evaluation of responses hereto the following shall apply:

Unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals (“one” over “1”). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

2.62. Dispute Resolution

1. Good Faith Efforts to Resolve. The parties to this contract shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this contract in accordance with the provisions set forth herein. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this contract. Issues shall be escalated to successive management levels as needed.
2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this contract, or the interpretation thereof, or any conduct by the other party under these contracts, and the parties are unable to resolve such dispute within five (5) business days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party’s Project Manager or designated representative, as the case may be, of the other party in writing (“Dispute Notice”) in order to resolve such dispute.
3. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designees shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designees within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers or designees as being necessary given the scope and complexity of the dispute, the Project Managers or designees may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated in Figure 1 below.
4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-

ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation of an issue arising under this contract.

5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this contract in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this contract and after termination or expiration thereof.

Figure 1:

County Workdays	Contractor's Representative	County Representative
10	Contractor's Project Manage	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Contract Compliance Officer
20	Contractor's COO or President	County Administrator

2.63. Authorized Signatory

Proposer acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed, is authorized to execute contracts/agreements with Flagler County, and that submitting a Response via the County's [eProcurement Portal](#) shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Response electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by Flagler County.

2.64. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published via the County's [eProcurement Portal](#), Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the Question & Answer feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

2.65. Acknowledgement of Solicitation Tabulation

All responses accepted by Flagler County are subject to the County's Terms and Conditions. Any and all additional Terms and Conditions submitted by Proposer(s) are rejected and shall have no force and effect. Responses from the Proposer(s) listed on the tabulation are the only responses received timely as of the closing date and time. All other responses submitted in response to the solicitation, if any, are rejected as late.

2.66. Availability of Personnel

Personnel described in the proposal shall be available to perform the services as described. All personnel shall be the employees, or agents of the Proposer, and not employees or agents of Flagler County.

2.67. Assignment of Contract

The selected Proposer may not make any assignments of their obligations resulting from this RFP without the prior written authorization of Flagler County.

2.68. Gratuities and Kickbacks

It is prohibited for the Contractor or any agent acting at the behest of the Contractor to offer, give, or agree to give any Flagler County employee or former Flagler County employee, or for any Flagler County employee or former Flagler County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, render advice, investigate, audit, or act in any other advisory capacity to the County.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

2.69. Drug-Free Workplace Certification

By submitting a proposal in response to this RFP, Contractor certifies that Contractor's company is a drug-free workplace in accordance with Florida Statute 287.087.

2.70. Proprietary/Restrictive Specifications

Prospective Proposers, who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing Division upon receipt of this Request for Proposals and prior to proposal opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request for Proposals.

2.71. Certification of Independent Price Determination

By submission of this proposal, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.72. Employment of Former Flagler County Employees By Any Person, Business, Or Organization Contracting With Flagler County

It shall be a violation for any person, business or organization contracting with Flagler County to employ in any capacity, any former Flagler County employee or member of Flagler County employee's immediate family within one year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement . The penalty for this violation may include disqualification of the proposal submission.

3. Special Terms and Conditions

3.1. Closing Date and Pre-Solicitation Conference

A. Request for Proposal (RFP): Closing Date

Response must be received through the County's eProcurement Portal before 1:00 pm on Thursday, May 28, 2026. Responses received after this time will not be considered.

B. No Pre-solicitation Conference will be held.

3.2. Authorized Official

The Request for Proposal (RFP) response and all required forms must be submitted/signed by an official authorized to legally bind the Respondent to all Request for Proposal (RFP) provisions. A Memorandum of Authority may be submitted to document that the individual is authorized to commit the firm to a contract.

3.3. Definition of Responsive and Responsible for this Solicitation

Each Response shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this Request for Proposal (RFP). (Responsive)

B. The greatest benefits to Flagler County as it pertains to: (Responsible)

1. Total Cost;

2. Delivery;

3. Past Performance. In order to evaluate past performance, all Respondents are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this Solicitation. Flagler County shall not be listed as a reference;

4. All technical specifications associated with this Request for Proposal (RFP);

5. Any other criteria that may be specific to your Request for Proposal (RFP), not necessarily everything specified here.

Financial Stability: All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Respondents are reminded that award may not necessarily be made to the lowest Response. Rather, award will be made to the most/lowest responsive, responsible, Respondent whose Response represents the best overall value to the County when considering all evaluation factors.

3.4. Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

3.5. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218.74, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after the due date.

By submitting a Response to Flagler County, the Respondent expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

3.6. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent shall be awarded an Agreement for an initial one (1) year term with the option for one (1) subsequent one (1) year renewal. All renewals will be contingent upon mutual written agreement and, when applicable, approval of the Board of County Commissioners.

3.7. Termination

- A. County may terminate this Agreement upon written notice to the Contractor at least thirty (30) days prior to desired termination date.
- B. Awarded Respondent may terminate this Agreement upon written notice to the County at least ninety (90) days prior to desired termination date.
- C. Upon receipt of notice of termination by the County from awarded Respondent or upon delivery of notice of termination from the County to Contractor, awarded Respondent shall:
 1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
 2. Inform County of the extent to which performance is completed;
 3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work/Services under the Agreement as is not terminated and with the prior approval of the County; and,

4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the rights, title, and interest of the awarded Respondent under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section, Termination, the County shall cause payments to be made to awarded Respondent within forty-five (45) days of receipt of invoice. Awarded Respondent shall invoice the County for any sums awarded Respondent claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty-five (45) days.
- E. With the approval of the County and to the extent required by the County, the awarded Respondent shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section, Termination. In addition, awarded Respondent shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.
- F. If awarded Respondent fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the awarded Respondent shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the awarded Respondent's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the awarded Respondent prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.
- G. The right of termination provided to the County and the awarded Respondent herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

3.8. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the awarded Respondent cannot disclaim consequential or special damages related to the performance of this Agreement. The awarded Respondent shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.9. Evaluation Method

The County will appoint a committee consisting of department staff to evaluate the proposals and to make recommendation to the Board of County Commissioners. The County will be the sole judge of its own best interests, the proposals, and the resulting Contract, if any. The County's decisions will be final. Award will be made to the proposal which presents the best value to the County based on the entire evaluation process and all the information gathered.

Note: Respondents are prohibited from contacting any of the committee members, other than the appropriate Procurement Coordinator prior to the recommendation of award from the committee.

3.10. Presentations by Respondents

1. Flagler County, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
2. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the Request for Proposal (RFP). The demonstration must satisfy the County, and the County shall be the sole judge of compliance.
3. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.11. Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this Solicitation, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.12. Proposal Acceptance Period

Any Proposal in response to this Request for Proposal (RFP) shall be valid through August 11, 2026. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by August 11, 2026.

3.13. Indemnification for Grant Funded Projects

The design professional shall indemnify and hold harmless the County, and its officers and employees, Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the

design professional and other persons employed or utilized by the design professional in the performance of the contract.

In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

4. Insurance Requirements

4.1. Required Types of Insurance.

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes Flagler County (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

The policy limits for all required policies in the Required Types and Limits of Insurance Chart shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the Solicitation and/or Contract documents.

4.2. Subcontractors and Independent Contractors.

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described in this Solicitation.

4.3. Claims Made Basis Insurance Policies.

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Office of Procurement and Contracts of any contractual obligations that may alter its professional liability coverage under the Agreement.

4.4. Risk Retention Groups and Pools.

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

4.5. Minimum Required Policies and Limits.

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

4.6. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis.

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

4.7. Disposal of Materials.

If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

4.8. Workers' Compensation.

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own

Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

4.9. Commercial General Liability Insurance.

The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds).

For construction related projects, County shall be added as additional insured to Contractor's policy by both ISO Endorsements CG 20 38 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalents. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38 and CG 20 37, or their equivalents.

For non-construction projects, Contractor shall add County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

4.10. Motor Vehicle Liability.

The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in the Required Types and Limits of Insurance Chart for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart. If Motor Vehicle Liability is by endorsement to another policy required in the Required Types and Limits of Insurance Chart, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in the Required Types and Limits of Insurance Chart, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

4.11. Professional Liability.

The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown in the Required Types and Limits of Insurance Chart in respect only to the project(s) contemplated by the Agreement. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or its agents or employees. For Contractors providing Architectural and Engineering related services, policy shall be broad enough to include errors and omissions specific to Contractor's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

4.12. Primary and Excess Coverage.

Any insurance required may be provided by primary and excess insurance policies.

4.13. General Insurance Requirements.

- A. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

- B. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- C. **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- D. **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- E. **Cancellation Notices.** During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Office of Procurement and Contracts with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- F. **Deductibles and Self-Insured Retentions.**
 - 1. Contractors that maintain and administer a self-insured retention or a large deductible formal program exceeding the insurance requirements listed in the Required Types and Limits of Insurance Chart to fund either program may submit an exception request in accordance with the solicitation section detailing Revisions, Addenda, Questions & Answers to be considered for this solicitation. The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.
 - 2. Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered.
 - 3. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

- G. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

4.14. Proof of Insurance.

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and any time after the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.
- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
- D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
- E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

4.15. Insurance Requirement

Before execution of the Agreement by the County and commencement of the operations and/or services to be provided, and during the duration of the Agreement, the Contractor shall file with the County current

certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:

- A. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.
- B. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
- C. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

The Contractor shall require and ensure that each of its subcontractors providing services here under (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

Coverage

Minimum Amounts and Limits

- Worker's Compensation
 - Statutory requirements at location of Work
- Employer's Liability
 - \$ 1,000,000 each occurrence
 - \$ 1,000,000 disease, aggregate
 - \$ 1,000,000 disease, each employee
- Commercial General Liability
 - \$ 2,000,000 General Aggregate
 - \$ 2,000,000 Products-Comp. Ops Aggregate
 - \$ 1,000,000 Each Occurrence
 - \$ 500,000 Fire Damage
 - \$ 0 Medical Expense
- Automobile Liability

- \$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
- Option of Split Limits:
 - Bodily Injury
 - \$ 1,000,000 per Person
 - \$ 1,000,000 per Accident
 - Property Damage
 - \$ 1,000,000
- Professional Liability
 - \$ 1,000,000 per claim
 - \$ 1,000,000 annual aggregate (when applicable)
- Physical Abuse, Sexual Misconduct, and Sexual Molestation
 - Provider shall provide evidence of coverage in an amount not less than \$500,000 per occurrence

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insureds, as regards to liability arising out of the Contractor's performance of the work or the work performed by others on behalf of the Contractor under this Agreement. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Agreement with the County, the Contractor shall furnish County with Certificates of Insurance (identifying on the face thereof the Project name and Agreement number) as evidence of the above required insurance and such Certificates shall include the following language: Flagler County BOCC as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Contractor or Contractor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The County will not maintain any insurance on behalf of the Contractor covering loss or damage to the work or to any other property of the Contractor.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under the Agreement.

The Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the County.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the County.

5. Scope of Work

5.1. Scope of Work

The County of Flagler, Florida, is seeking proposals from qualified service providers for the delivery of substance abuse treatment services. Funding for services is made available from the Alcohol and Drug Abuse Trust, generated from court fees in accordance with Sections 938.13 and 893.165 of Florida Statutes. The minimum proposal request amount is \$10,000, up to the maximum award of \$35,000. Funding will be a one-time award, though a subsequent one (1) year renewal may be executed if funds become available.

The primary goal of this initiative is to provide effective treatment options that promote recovery, improve community health, and reduce recidivism rates among individuals with substance use disorders. This scope of work outlines the requirements, expectations, and specifications that respondents must adhere to in their proposal submissions. Proposals shall include detailed information of how the proposed project meets each of the sections below.

Flagler County seeks proposals from local and regional non-profit organizations with experience providing substance use prevention, substance abuse treatment or related services to the community. Agencies not currently funded by Flagler County Health and Human Services are eligible to apply. Proposal should address each of the specifications noted below, as well as provide a thorough description of services if awarded, as well as projected outcomes and numbers served.

Specifications

Service Overview

Eligible proposed services can include:

- A. Outreach, assessment and evaluation of individual treatment needs.
- B. Individual and group counseling services.
- C. Family and community engagement.
- D. Relapse prevention programs.
- E. Aftercare and support services post-treatment.
- F. Sober living/recovery housing
- G. Co-occurring - Dual diagnosis (Mental Health/Substance Use) services

Target Population

The services provided will target adults (18 years and older) experiencing substance use disorders and residing in Flagler County. Special attention will be given to vulnerable populations, including individuals with co-

occurring mental health disorders, those involved in the criminal justice system, and/or those experiencing homelessness

Clinical Standards

All services must adhere to the following standards and guidelines:

- National Institute on Drug Abuse (NIDA) Principles of Drug Addiction Treatment.
- Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines.
- Florida Department of Children and Families standards for substance abuse treatment.
- Health Insurance Portability and Accountability Act (HIPAA) compliance for patient confidentiality.

Program Components

Proposals must include the following program components, as applicable and appropriate to the program model and services being proposed:

- **Intake and Assessment:** A comprehensive intake process that includes biopsychosocial assessments and the development of individualized treatment plans.
- **Therapeutic Interventions:** Referral to and/or provision of evidence-based practices including cognitive-behavioral therapy (CBT), dialectical behavior therapy (DBT), motivational interviewing, 12-step facilitation and others.
- **Case Management:** Support to assist individuals in accessing necessary care, including medical, social, educational, housing and vocational services.
- **Outcome Measurement:** Establishment of measurable outcomes to monitor progress and effectiveness of treatment.
- **Services location/accessibility:** Providers must be able to operate at least on client accessible service location in Flagler County.

Service Requirements

Qualification of Personnel

All staff involved in the delivery of substance abuse treatment services must meet the appropriate staff licensure and certification qualifications for each role necessary to administer the program:

- Licensed or certified substance abuse counselors (LSAC) or equivalent credentials. Peer based programs must utilize Certified Recovery Peer Specialists (CRPS) staff in administering peer related programming.

- Professional experience in substance abuse treatment and counseling.
- Regular training and education in evidence-based practices and ethical standards.
- Background checks to ensure safety and efficacy in service provision.

Treatment Environment

If proposal is to fund any aspects of a treatment facility, it must provide a safe, confidential, and supportive environment for all participants. The facility must be compliant with all relevant health and safety regulations, and it should include:

- Private meeting rooms for counseling sessions.
- Accessible locations for individuals with disabilities.
- A welcoming and non-judgmental atmosphere.
- Resources for additional support, such as crisis intervention services.

Community Collaboration

The selected service provider must demonstrate a commitment to collaborating with local organizations, law enforcement, and health services to ensure a comprehensive approach to substance abuse treatment and recovery. Engagement with community stakeholders will include:

- Regular participation in community meetings.
- Development of referral and follow-up networks.
- Outreach initiatives to raise awareness of available services.

Delivery Requirements

Timelines

Timelines for the commencement and delivery of services are as follows:

- Service initiation should occur within 30 days of contract execution.
- Regular progress reports and invoice for services must be submitted to the County of Flagler by the 10th day of each month, highlighting ongoing activities, challenges faced, and successes achieved.
- A detailed annual report summarizing treatment outcomes should be submitted at the end of each fiscal year.

Reporting and Documentation

Providers are required to maintain accurate and complete records of all services provided. Compliance with the following reporting requirements is mandatory:

- Maintain client records in accordance with HIPAA regulations and state laws.
- Utilize standardized assessment tools to track client progress.
- Submit required documentation and data to the County for monitoring purposes as stipulated in the contract.

Funding and Invoicing

Up to \$35,000 in one-time funding for the proposed services will be provided by the County of Flagler. Proposals must include a detailed budget outlining all anticipated costs associated with the provision of services, including:

- Personnel expenses.
- Materials and supplies.
- Facility overhead costs.
- Indirect costs (if applicable)
- Match/in-kind contributions

Invoices for services provided must be submitted on a timely basis, according to the terms established within the contract.

Conclusion

The County of Flagler is dedicated to addressing substance use disorders and seeks proposals that provide innovative and effective treatment solutions. Providers are encouraged to submit detailed proposals that align with the specifications and requirements outlined in this scope of work, ultimately contributing to the well-being of individuals and the community as a whole.

6. Evaluation Phases

Each Proposal submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
2. That the following elements of Contractor's proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public
3. Scoring (0-5) shall be assigned as follows. Each criteria will have a weight assigned to calculate total points awarded.

- 0= Did not submit
- 1 = Poor - Proposal is lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.
- 2 = Below Average - Proposal meets many of the basic requirements, specifications or provisions of the specific item, but is lacking in some essential aspects for the specific criteria.
- 3 = Average - Proposal adequately meets the minimum requirements, specifications, or provisions of the specific item, and is generally capable of meeting the County's needs for the specific criteria.
- 4 = Above Average - Proposal more than adequately meets the minimum requirements, specifications, or provisions of the specific criteria, and exceeds those requirements in some aspects for the specific criteria.
- 5 = Excellent - Proposal exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

4. Pricing elements shall be scored with lowest price/highest revenue receiving 5 points and calculating down from there based on percentage.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	FIRM QUALIFICATIONS & EXPERIENCE The overview should establish the ability of the Respondent to satisfactorily perform the scope of services by showing: ○ demonstrated competence in the services to be provided, ○ the nature and relevance of similar work currently being performed or recently completed, ○ a record of meeting schedules and deadlines of other clients, ○ competitive advantages over other firms in the same industry; strength and stability as a business concern, and ● Describe your firm’s most noteworthy qualifications for providing the required services to the County. Specifically highlight those qualifications that distinguish you from your competitors.	0-5 Points	30 (30% of Total)
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2.	STAFFING & PROJECT ORGANIZATION ● Identify the key personnel from your firm who would be assigned to this Project. Include a brief description of their qualifications, current job functions, proposed roles, and office location(s). Designate a principal of the firm who would be ultimately responsible for the management of the Project, providing day-to-day direction of the required work. Furnish brief resumes (not more than two pages long) for all key personnel. ● If you propose to utilize sub-contractors in the performance of the services covered under this RFP, please provide information about their organization in accordance with Tab 2.1 above. Also, provide information about the key personnel that your sub-contractors intend to assign to perform the services in accordance with this Section. ● Provide a simple organization chart that clearly delineates communication and reporting relationships among your project staff and your proposed sub-contractors	0-5 Points	20 (20% of Total)
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3.	WORK PLAN & TECHNICAL APPROACH • Describe the firm’s approach and the understanding of the County’s objectives and requirements. • Demonstrate your ability to meet those requirements. • Outline clearly and concisely the plan for accomplishing the specified work. • Describe the firm’s approach to how your firm will accomplish the work and satisfy the County’s objectives described in this RFP and Scope of Services. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress. • Provide detailed information on how your firm will communicate with the assigned County personnel prior to, during and after the job commencement. • Provide a projected timeline/schedule.	0-5 Points	30 (30% of Total)
4.	FEE PROPOSAL Scoring for Fee Proposal will be done by Admin Scoring. Reward will be based on lowest cost. The lowest cost would be awarded maximum points and from there each cost will be assigned score accordingly to where they rank from lowest to highest.	0-5 Points	20 (20% of Total)

7. Vendor Questionnaire

1. Acknowledgements

1.1. *Acknowledgment**

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

☐ Yes

☐ No

*Response required

1.2. *Scope of Services Acknowledgement**

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

☐ Yes

☐ No

*Response required

1.3. *By checking yes, the vendor agrees to comply with the E-Verify requirements as described in this section.**

Compliance with E-Verify Federal Requirements

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall

include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

☐ Yes

☐ No

*Response required

1.4. Registration on Sam.gov*

For any federally funded project, respondent agrees to register on SAM.gov if awarded a contract under this solicitation.

☐ Yes

☐ No

*Response required

When equals "Yes"

1.4.1. Please provide your UEI#*

*Response required

1.5. Registration on Sunbiz.org*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.5.1. Please provide your Sunbiz.org Document Number*

*Response required

When equals "Yes"

1.5.2. Please upload your Sunbiz.org certificate.*

*Response required

1.6. Insurance Acknowledgement*

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

- ☐ Yes
☐ No

*Response required

1.7. *Name and Title of Authorized Agent of the Respondent**

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with Flagler County, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by Flagler County.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

*Response required

1.8. *Conflict of Interest**

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of Flagler County. Further, all respondents must disclose the name of any Flagler County employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

- ☐ Yes
☐ No

*Response required

When equals "Yes"

1.8.1. *Enter explanation of the conflict of interest as indicated above. **

*Response required

1.9. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Flagler County board(s) or committee(s)?*

Please indicate response.

☐ Yes

☐ No

*Response required

When equals "Yes"

1.9.1. If you indicated YES to Flagler County board/committee question above...

Please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

1.10. Public Entity Crime Acknowledgement*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

☐ Yes

☐ No

*Response required

1.11. Scrutinized Companies Certification*

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the

purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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 it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.' *

☐ Yes

☐ No

*Response required

1.12. Acknowledgment Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid 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.

- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Yes

☐ No

*Response required

When equals "No"

1.12.1. Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

2.1. Addenda/Questions Acknowledgement*

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the Solicitation closing date and have given consideration to all information in preparing the response to this Solicitation. Selecting YES will serve as confirmation of acknowledgement.

☐ Yes

☐ No

*Response required

3. Forms/Documentation

3.1. Proposal Form*

Please download the attached form, complete, and upload the completed form.

- [Proposal Form 11.18.24.pdf](#)

*Response required

3.2. *Vendor Information and W-9 Form***

Please download the below documents, complete, and upload.

- [W-9.pdf](#)
- [Vendor Information Form.pdf](#)

*Response required

3.3. *Memorandum of Authority*

If the Authorized Signatory identified in Section 1.7 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

3.4. *Drug-Free Workplace**

Please download the below documents, complete, and upload.

- [DRUG FREE WORKPLACE.pdf](#)

*Response required

3.5. *Affidavit of Non-Collusion and of Non-Interest***

Please download the below documents, complete, and upload.

- [Affadavit of Non-Collusion.pdf](#)

*Response required

3.6. *Hold Harmless Agreement**

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Flagler Hold Harmless Agree...](#)

*Response required

3.7. *Prohibition Against Contingent Fees**

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Contige...](#)

*Response required

3.8. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes*

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Flagler Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- [Flagler Human Trafficking A...](#)

*Response required

3.9. Proof of Insurance *

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Flagler County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

*Response required

3.10. Financial Statement *

All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

☐ Please confirm

*Response required

4. Proposal Information

Proposals shall be clear, concise, indexed by subject and properly submitted per the requirements. Documents shall be uploaded by the Respondent to the appropriate section.

Failure to provide the required information may result in the proposal not being considered.

4.1. Submittal Letter *

Provide a general introductory statement and include business name, address and telephone number, name, title, address, telephone number, fax number, and e-mail address of the person who can be contacted during the period of the response evaluation. Letter must be signed by the person authorized to bind company to the terms of this RFP.

*Response required

4.2. *Qualifications, Related Experience***

The overview should establish the ability of the Respondent to satisfactorily perform the scope of services by showing:

- demonstrated competence in the services to be provided,
- the nature and relevance of similar work currently being performed or recently completed,
- a record of meeting schedules and deadlines of other clients,
- competitive advantages over other firms in the same industry; strength and stability as a business concern, and
- Describe your firm's most noteworthy qualifications for providing the required services to the County. Specifically highlight those qualifications that distinguish you from your competitors.
- Disclose any existing or potential conflicts of interest between the scope of work required by the County and your firm's other business activities.

*Response required

4.3. *Staffing and Project Organization***

- Identify the key personnel from your firm who would be assigned to this Project. Include a brief description of their qualifications, current job functions, proposed roles, and office location(s). Designate a principal of the firm who would be ultimately responsible for the management of the Project, providing day-to-day direction of the required work. Furnish brief resumes (not more than two pages long) for all key personnel.
- If you propose to utilize sub-contractors in the performance of the services covered under this RFP, please provide information about their organization in accordance with Tab 2.1 above. Also, provide information about the key personnel that your sub-contractors intend to assign to perform the services in accordance with this Section.
- Provide a simple organization chart that clearly delineates communication and reporting relationships among your project staff and your proposed sub-contractors.

*Response required

4.4. *Project Approach**

- Describe the firm's approach and the understanding of the County's objectives and requirements.
- Demonstrate your ability to meet those requirements.
- Outline clearly and concisely the plan for accomplishing the specified work.

- Describe the firm's approach to how your firm will accomplish the work and satisfy the County's objectives described in this RFP and Scope of Services. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.
- Provide detailed information on how your firm will communicate with the assigned County personnel prior to, during and after the job commencement.
- Provide a projected timeline/schedule.

*Response required

4.5. Pricing Proposal**

Proposals must include a detailed budget outlining all anticipated costs associated with the provision of services, including:

- Personnel expenses.
- Materials and supplies.
- Facility overhead costs.
- Indirect costs (if applicable)
- Match/in-kind contributions

*Response required

4.6. Similar Projects and References *

- List Florida public agencies for which your firm has provided similar consulting services.
- Identify at least three (3) current and three (3) former clients the County may contact as references and who can attest to your expertise to perform the service. Describe the work performed and include the name, job title, address, telephone number and e-mail address of a contact person for each reference.
- Identify all lost or terminated contracts within the past five (5) years. For each contract, describe the services your firm provided, and state the reason(s) for the end of your working relationship.

*Response required

8. Definitions

As used in this Solicitation, the following terms shall have the meanings set forth below:

- **Construction Services:** Means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. The term "construction services" does not include Contracts or work performed for the Department of Transportation.
- **Consultant:** The person with education and/or experience which uniquely qualifies him or her to perform a specialized service for the County.
- **Consultant's Services:** Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the government; normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.
- **Contract:** The document resulting from this solicitation between the County and the awarded Respondent, including this RFP, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.
- **Contractor:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a Bid or proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.
- **Contract Administrator:** The Procurement and Contract Services Manager or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Procurement and Contract Services Manager.
- **County:** Shall mean the Flagler County Board of County Commissioners (a body corporate and politic and a subdivision of the State of Florida).
- **County's Project Manager(s):** The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.
- **Day:** The word "day" means each calendar day or accumulation of calendar days.
- **Director:** The Procurement and Contract Services Manager for Flagler County Board of County Commissioners, Florida.

- **Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.
- **Proposal:** The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.
- **Proposer:** See Respondent.
- **Protest:** See process at www.flaglercounty.gov/departments/financial-services/purchasing under Procurement Manual.
- **Respondent:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the RFP.
- **Respondent's Project Manager:** The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.
- **Task Assignment:** Specific, detailed services or work placed against an awarded and established continuing services Contract memorialized as an Amendment to this Contract by the parties prior to the commencement of such Work or Services by the Consultant.



[FOUNDATIONS TO FREEDOM] RESPONSE DOCUMENT REPORT

RFP No. 26-RFP-012

Substance Abuse Treatment Services 2026

RESPONSE DEADLINE: May 28, 2026 at 1:00 pm

Report Generated: Thursday, May 28, 2026

Foundations to Freedom Response

CONTACT INFORMATION

Company:

Foundations to Freedom

Email:

eadessi@foundationtofreedom.org

Contact:

Edward Adessi

Address:

339 E. New York Ave.
Deland, FL 32724

Phone:

N/A

Website:

<https://foundationtofreedom.org>

Submission Date:

May 6, 2026 10:34 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Acknowledgements

ACKNOWLEDGMENT*

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

Yes

SCOPE OF SERVICES ACKNOWLEDGEMENT*

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

Yes

BY CHECKING YES, THE VENDOR AGREES TO COMPLY WITH THE E-VERIFY REQUIREMENTS AS DESCRIBED IN THIS SECTION.*

Compliance with E-Verify Federal Requirements

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

Yes

REGISTRATION ON SAM.GOV*

For any federally funded project, respondent agrees to register on SAM.gov if awarded a contract under this solicitation.

Yes

PLEASE PROVIDE YOUR UEI#*

SEG2T8AKUEH7

REGISTRATION ON SUNBIZ.ORG*

Yes

PLEASE PROVIDE YOUR SUNBIZ.ORG DOCUMENT NUMBER*

N21000006182

PLEASE UPLOAD YOUR SUNBIZ.ORG CERTIFICATE.*
Sunbiz_FTF_2026.pdf

INSURANCE ACKNOWLEDGEMENT*

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

Yes

NAME AND TITLE OF AUTHORIZED AGENT OF THE RESPONDENT*

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with Flagler County, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by Flagler County.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

Katherine Russell, Executive Director

CONFLICT OF INTEREST*

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of Flagler County. Further, all respondents must disclose the name of any Flagler County employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries

associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

No

DO YOU OR ANY OWNER(S), PRINCIPAL(S), OR OFFICER(S) OF YOUR FIRM CURRENTLY SERVE ON ANY FLAGLER COUNTY BOARD(S) OR COMMITTEE(S)?*

Please indicate response.

No

PUBLIC ENTITY CRIME ACKNOWLEDGEMENT*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes

SCRUTINIZED COMPANIES CERTIFICATION*

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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 it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.' *

Yes

ACKNOWLEDGMENT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION*

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid 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.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes

2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

ADDENDA/QUESTIONS ACKNOWLEDGEMENT*

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the Solicitation closing date and have given consideration to all information in preparing the response to this Solicitation. Selecting YES will serve as confirmation of acknowledgement.

Yes

3. Forms/Documentation

PROPOSAL FORM*

Please download the attached form, complete, and upload the completed form.

- [Proposal Form 11.18.24.pdf](#)

FTF_Flagler_County_Proposal_Form.pdf

VENDOR INFORMATION AND W-9 FORM**

Please download the below documents, complete, and upload.

- [W-9.pdf](#)
- [Vendor Information Form.pdf](#)

2026_Foundations_To_Freedom,_Inc_W-9.pdf

2026_Flagler_County_Vendor_Information_Form.pdf

MEMORANDUM OF AUTHORITY

If the Authorized Signatory identified in Section 1.7 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

No response submitted

DRUG-FREE WORKPLACE*

Please download the below documents, complete, and upload.

- [DRUG FREE WORKPLACE.pdf](#)

Drug-Free_Workplace_Policy.pdf

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST**

Please download the below documents, complete, and upload.

- [Affadavit of Non-Collusion.pdf](#)

Affadavit_of_Non-Collusion.pdf

HOLD HARMLESS AGREEMENT*

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Flagler Hold Harmless Agree...](#)

Hold_Harmless_Agreement.pdf

PROHIBITION AGAINST CONTINGENT FEES*

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Contige...](#)

Prohibition_Against_Contingent_Fees.pdf

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES*

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Flagler Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- [Flagler Human Trafficking A...](#)

Human_Trafficking_Attestation.pdf

PROOF OF INSURANCE *

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Flagler County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

Certificate_of_Liability_Insurance_-_Foundations_to_Freedom_Inc._3-27-2026.pdf

FINANCIAL STATEMENT *

All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Confirmed

4. Proposal Information

Proposals shall be clear, concise, indexed by subject and properly submitted per the requirements. Documents shall be uploaded by the Respondent to the appropriate section.

Failure to provide the required information may result in the proposal not being considered.

SUBMITTAL LETTER *

Provide a general introductory statement and include business name, address and telephone number, name, title, address, telephone number, fax number, and e-mail address of the person who can be contacted during the period of the response evaluation. Letter must be signed by the person authorized to bind company to the terms of this RFP.

2026_FTF_Submittal_Letter.pdf

QUALIFICATIONS, RELATED EXPERIENCE**

The overview should establish the ability of the Respondent to satisfactorily perform the scope of services by showing:

- demonstrated competence in the services to be provided,
- the nature and relevance of similar work currently being performed or recently completed,
- a record of meeting schedules and deadlines of other clients,
- competitive advantages over other firms in the same industry; strength and stability as a business concern, and
- Describe your firm's most noteworthy qualifications for providing the required services to the County. Specifically highlight those qualifications that distinguish you from your competitors.
- Disclose any existing or potential conflicts of interest between the scope of work required by the County and your firm's other business activities.

4.2_Qualifications_and_Related_Experience.pdf

STAFFING AND PROJECT ORGANIZATION**

- Identify the key personnel from your firm who would be assigned to this Project. Include a brief description of their qualifications, current job functions, proposed roles, and office location(s). Designate a principal of the firm who would be ultimately responsible for the management of the Project, providing day-to-day direction of the required work. Furnish brief resumes (not more than two pages long) for all key personnel.
- If you propose to utilize sub-contractors in the performance of the services covered under this RFP, please provide information about their organization in accordance with Tab 2.1 above. Also, provide information about the key personnel that your sub-contractors intend to assign to perform the services in accordance with this Section.
- Provide a simple organization chart that clearly delineates communication and reporting relationships among your project staff and your proposed sub-contractors.

4.3_Staffing_and_Project_Organization.pdf

PROJECT APPROACH*

- Describe the firm's approach and the understanding of the County's objectives and requirements.

- Demonstrate your ability to meet those requirements.
- Outline clearly and concisely the plan for accomplishing the specified work.
- Describe the firm's approach to how your firm will accomplish the work and satisfy the County's objectives described in this RFP and Scope of Services. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.
- Provide detailed information on how your firm will communicate with the assigned County personnel prior to, during and after the job commencement.
- Provide a projected timeline/schedule.

4.4_Project_Approach.pdf

PRICING PROPOSAL**

Proposals must include a detailed budget outlining all anticipated costs associated with the provision of services, including:

- Personnel expenses.
- Materials and supplies.
- Facility overhead costs.
- Indirect costs (if applicable)
- Match/in-kind contributions

Pricing information has not been unsealed yet

SIMILAR PROJECTS AND REFERENCES *

- List Florida public agencies for which your firm has provided similar consulting services.
- Identify at least three (3) current and three (3) former clients the County may contact as references and who can attest to your expertise to perform the service. Describe the work performed and include the name, job title, address, telephone number and e-mail address of a contact person for each reference.

- Identify all lost or terminated contracts within the past five (5) years. For each contract, describe the services your firm provided, and state the reason(s) for the end of your working relationship.

4.6_Similar_Projects_and_References.pdf

2026 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N21000006182

Entity Name: FOUNDATIONS TO FREEDOM, INC.**Current Principal Place of Business:**339 EAST NEW YORK AVENUE
DELAND, FL 32724**Current Mailing Address:**339 EAST NEW YORK AVENUE
DELAND, FL 32724 US**FEI Number: 87-1524087****Certificate of Status Desired: No****Name and Address of Current Registered Agent:**DOWNER, DANIELLE
339 EAST NEW YORK AVENUE
DELAND, FL 32724 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE: DANIELLE DOWNER****04/29/2026**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name RUSSELL, KATHERINE
Address 339 EAST NEW YORK AVENUE
City-State-Zip: DELAND FL 32724

Title BOD
Name RUSSELL, KATHERINE
Address 339 EAST NEW YORK AVENUE
City-State-Zip: DELAND FL 32724

Title BOD
Name RUSSELL, JAMES
Address 339 EAST NEW YORK AVENUE
City-State-Zip: DELAND FL 32724

Title BOD
Name HIX, REGINA
Address 339 EAST NEW YORK AVENUE
City-State-Zip: DELAND FL 32724

Title BOD
Name BROWN, SHANKAR DR.
Address 339 EAST NEW YORK AVENUE
City-State-Zip: DELAND FL 32724

Title BOD
Name GRIGGS, MICHEAL
Address 339 EAST NEW YORK AVENUE
City-State-Zip: DELAND FL 32724

Title BOD
Name DOWNER, DANIELLE
Address 339 EAST NEW YORK AVENUE
City-State-Zip: DELAND FL 32724

Title BOD
Name FIGUEROA, ALEA
Address 339 EAST NEW YORK AVENUE
City-State-Zip: DELAND FL 32724

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIELLE DOWNER**BOD****04/29/2026**

Electronic Signature of Signing Officer/Director Detail

Date

PROPOSAL FORM

Date

5/5/26

The undersigned hereby declare(s) that [firm name] Foundations to Freedom
has carefully examined the specifications to furnish the products and/or services detailed in the
technical specifications or scope of work and will furnish said product or services according to
the specifications or scope of work detailed within this RFP.

I hereby certify that I have read and understand the requirements of this Request for Proposals
and that I, as the proposer, will comply with all requirements, and that I am duly authorized to
execute this proposal/offer document and any contract(s) and/or other transactions required by
award of this RFP.

Vendor hereby acknowledges that the submittal has been approved by an authorized
signatory with the firm who is authorized to execute contracts/agreements with Flagler
County Board of County Commissioners. Vendor further agrees that by submitting the
proposal electronically, the authorized signatory does thereby accept and acknowledge use as
an official record with Flagler County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required
Types of Insurance*, upon notification of recommendation of award.

The County reserves the right to negotiate with the award vendor(s) for additional items similar in
nature not known at time of closing.

The vendor acknowledges that information provided in this proposal is true and correct:

*

Signature / Authorized Signatory

Katherine Russell

Printed Name

Executive Director

Title

5/5/2026

Date

Foundations to Freedom, Inc.

Company Name

339 E. New York Ave., Deland, FL 32724

Full Address

(386) 846-7102

info@foundationtofreedom.org

Telephone

Fax

E-mail Address

036197926

87-1524087

Dun & Bradstreet #

Federal I.D. #

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Foundations to Freedom, Inc	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 339 E. New York Ave	Requester's name and address (optional)
	6 City, state, and ZIP code DeLand, FL 32724	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
8	7		-	1	5	2	4	0 8 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► Kate Russell	Date ► January 2, 2016
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT

VENDOR INFORMATION FORM

Name of Business Entity or Individual:

Foundations to Freedom

Doing Business As (DBA) Name; Registered Fictitious, Trade or Assumed:

Tax ID Number: 87-1524087



FEIN



SSN/ITIN



OTHER

Website: https://www.foundationstofreedom.org/

Company/Corporate Address:

Address: 339 E. New York Ave.

City: Deland

State: FL

Zip: 32724

Phone: 386-846-7102

Email: info@foundationtofreesdom.org

Payment Address (if different from above):

Address: _____

City: _____

State: _____ Zip: _____

Accept Credit Card? Yes ☒ No ☐

Check any special business classifications that apply to your business. Classifications are subject to approval.

☐ Local Vendor Preference



Women/Minority Business Enterprise

Is Vendor providing a technology (IT) service? Yes ☐ No ☒

Certificate of Insurance attached? Yes ☐ No ☐

W9 attached? Yes ☒ No ☐

PURCHASING USE ONLY

Vendor No: _____

Input by: _____

DRUG FREE WORKPLACE

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

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

Kari Russell
Authorized Signature

5.28.2026
(Date)

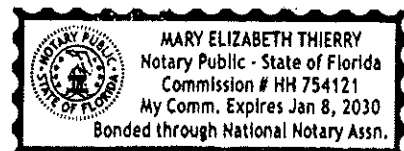
Katherine Russell
(Print Name)

STATE OF FLORIDA, COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 28th day of May, 2024
by Katherine Russell who is personally known to me or who has produced _____
_____ as identification and who did take an oath.

My Commission Expires: Jan 8, 2030

Mary Elizabeth Thierry
Notary Public



**9. ALCOHOL AND
DRUG USE**

For employees who have identified as having a substance use disorder, alcohol, drug use and/or the use of any unauthorized mood-altering substances by employees is strictly prohibited, either on or off the premises.

All employees shall abstain from alcohol, drug use and/or the use of any unauthorized mood-altering substances while actively working for and/or representing Foundations in any capacity.

Employee agrees to stay abstinent from all non-prescribed mind and/or mood-altering substances, to include kratom, bath salts, spice, Suboxone, Methadone and marijuana (regardless of prescription).

**10. ALCOHOL AND
DRUG USE
REPORTING**

If employees think another employee has been drinking or using drugs, employees must inform the Program Director or higher employees so that the employees can confront the employee in a sensitive way and appropriate action can be taken. Anonymity will be respected for those who report any possible drug and alcohol consumption by a current employee, if possible (as determined solely by Foundations). A drug screen will be requested when there is suspected substance use.

**11. DRUG &
ALCOHOL
SCREENS FOR
EMPLOYEES**

All employees are required to submit to random drug and alcohol screens (including breathalyzers). When an employee is informed of a drug screen, he/she will need to immediately comply with the request. Foundations' may elect to perform the drug screening in house or direct the Employee to a third-party laboratory. If Foundations elects to do the drug screening in house then the following is applicable:

Drug Screening Process:

- Employees may be required to submit to immediate drug screen upon suspicion of using any mind or mood-altering substance.
- Employees will be given a reasonable period (one (1) hour) of time to submit sample. While waiting to produce sample, employee must remain in the presence of Foundations' employees.
- No running water will be allowed during sample collection.
- No flushing or obfuscating.
- Employees' pockets must be emptied prior to entering bathroom.

Employee agrees to leave premises immediately upon refusal to submit to drug screen or breathalyzer and Employee will be considered to have terminated employment immediately.

**12. MEDICATION
NOTIFICATION**

All employees are expected to provide an accurate accounting of the medications they're prescribed that may impact a drug screening.

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF FLAGLER COUNTY EMPLOYEES

Katherine Russell, * being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Flagler County Board of County Commissioners or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

Kathi Russell

(Authorized Signature)

(Date)

5/5/2020

Katherine Russell

(Print Name)

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me on this day May 5th, 2020, by

Katherine Russell, who is personally known to me or who has produced

as identification.

[Signature]
Notary Public

My Commission Expires: Jan 8, 2030

Commission # HH 754121

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.





HOLD HARMLESS AGREEMENT

I, KATHERINE RUSSELL, (print owner's name), am the owner of FOUNDATIONS TO FREEDOM, INC (print company name), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide Flagler County Board of County Commissioners with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On MAY 5, 2026, Flagler County Board of County Commissioners and I or (the above-named business) entered into a Contract for _____ (please insert name of Contract) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against Flagler County Board of County Commissioners and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of Flagler County Board of County Commissioners or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against Flagler County Board of County Commissioners and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless Flagler County Board of County Commissioners, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with Flagler County Board of County Commissioners, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of Flagler County Board of County Commissioners or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys, and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against Flagler County Board of County Commissioners in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended, nor should it be construed as, a waiver of sovereign immunity of Flagler County Board of County Commissioners under Section 768.28, Florida Statutes.



Owner:

Katharine Russell (print name)

Katharine Russell

(signature)

Employee 1:

_____ (print name)

(signature)

Employee 2:

_____ (print name)

(signature)

Employee 3:

_____ (print name)

(signature)

STATE OF Florida
COUNTY OF Volusia

Sworn to and subscribed before me this 5th day of May, 2024 by
Katharine Russell, who is/are personally known to me or
who has/have produced _____ as identification.



(Seal)

Mary Thierry
NOTARY PUBLIC - STATE OF Florida

Type or print name:

Mary Thierry
Commission No.: HH 754121

Commission Expires: Jan 8 2030

PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

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

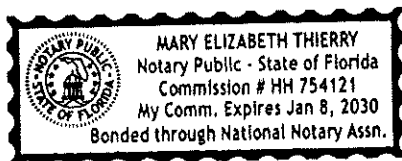
By Katherine Russell
(Signature)

Date 5/16/2020

By Katherine Russell
Corporate Officer Name & Title

STATE OF Florida
COUNTY OF Volusia

Sworn to/affirmed and subscribed before me this 16th day of May, 2020 by Katherine Russell, who is personally known to me or who has produced _____ as identification.



Mary Thierry
NOTARY PUBLIC - STATE OF Florida

Type or print name:

Mary Thierry

Commission No.: HH 754121

Commission Expires: January 8, 2030

(Seal)

Contractor Name:
Solicitation Number:

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES

Name of Entity/Contractor: FOUNDATIONS TO FREEDOM ("Nongovernmental Entity")

This form has been completed by a duly authorized officer or representative of the Nongovernmental Entity in conjunction with the execution, renewal, or extension of a contract with Flagler County Board of County Commissioners, a governmental entity and political subdivision of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(13), Florida Statutes, (2024).

The Nongovernmental Entity acknowledges that Section 787.06(13), Florida Statutes, provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. For purposes of this requirement, "labor" means work of economic or financial value and "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term, "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Flagler County Board of County Commissioners, a governmental entity in the State of Florida, you are hereby providing this affidavit under penalties of perjury that you do not use coercion to employ any person for labor or services. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

This signed attestation is provided to the Governmental Entity to comply with the statutory requirement. if, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the Governmental Entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: KATHERINE RUSSELL Title: EXECUTIVE DIRECTOR

Signature: Katherine Russell Date: 5/6/26



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2026

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

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

PRODUCER Foundation Risk Partners, Corp. dba Foundation Risk Partners of Florida 780 W. Granada Blvd. Ormond Beach FL 32174	CONTACT NAME: PHONE (A/C, No, Ext): 386-677-4761 FAX (A/C, No): 386-673-5370 E-MAIL ADDRESS: email@HIPFlorida.com
INSURED Foundations to Freedom, Inc. 339 E New York Ave Deland FL 32724-5509	INSURER(S) AFFORDING COVERAGE INSURER A: Oak River Insurance Company INSURER B: FFVA Mutual Insurance Co. INSURER C: United States Liability Insurance Company INSURER D: INSURER E: INSURER F:

License#: L100460
FOUNTOF-01**COVERAGES****CERTIFICATE NUMBER:** 82331896**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NPP1641503A	2/2/2026	2/2/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			04APM047938-02	5/31/2025	5/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WC840-0816130-2026A	2/11/2026	2/11/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**Florida Association of Recovery Residences Inc.
2240 Woodbright RD, Suite 413
Boynton Beach FL 33426

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Katherine Russell
Foundations to Freedom
339 E. New York Ave.
DeLand, FL 32724

May 5, 2025

Dear Members of the Flagler County Department of Health and Human Services,

On behalf of Foundations to Freedom, I am writing to first thank you for your generous support in helping to restore the lives of 16 individuals currently in recovery in Flagler County. We now respectfully request to continue our vital services for individuals and families affected by substance use disorder in Flagler County. With your partnership, we can enhance our outreach through our program, offering more individuals the opportunity to reclaim their dignity, pursue long-term recovery, and lead fulfilling, productive lives.

As a community-based nonprofit organization (501c3) certified by the Florida Association of Recovery Residences (FARR), Foundations to Freedom is committed to helping clients build a strong foundation for lifelong sobriety. We actively address the opioid crisis, substance use disorder (SUD), and family reunification through the Department of Children and Families (DCF). Our program serves individuals from all cultural and socioeconomic backgrounds, and our outcomes consistently exceed national recovery averages.

Over the past year, 64 clients were successfully discharged, 100% were employed at the time of their discharge, and 34,120 meetings were held, resulting in an 87.5% graduation success rate and 166,155 days of sobriety across its programs. In addition, our program has connected 49 parents with their children since its inception (clients who successfully complete the program in accordance with DCF, granted guardianship after separation).

The Foundations to Recovery program is designed to bridge the gap between traditional care and wraparound services, ensuring that each client has the support they need to achieve lasting recovery. Each client is supported by a Care Coordinator and Case Manager who assist with job searches, housing, peer support meetings, and legal or counseling services. Clients also receive full-time transportation to appointments, healthcare visits, support meetings, and more, ensuring that no barrier prevents their recovery journey.

We provide a comprehensive continuum of care through 18 months of recovery housing, trauma-informed mentoring, employment support, peer-led recovery services, legal assistance, and access to critical health and educational resources. There is currently no recovery home in the region providing the same level of wraparound, personalized services.

Over the past three years, Foundations to Freedom has grown significantly, expanding from a single recovery home with 10 beds to managing over 87 beds across 10 locations in Volusia and Flagler counties. In March of this year, we opened a new 8-bed residence at 18 Burning View Lane, Palm Coast, in direct response to the growing need for accessible, high-quality, client-centered recovery services in this region. That need has never been greater.



According to the Florida Agency for Health Care Administration and the Florida Department of Law Enforcement, Flagler County reported (last reported data, 2024):

- 18 fatal overdoses
- 372 EMS overdose responses
- 217 Naloxone administrations
- 457 annual drug arrests
- 85,889 prescriptions dispensed

Through the funding of trusted partners like the United Way and Community Foundation of Volusia and Flagler Counties, Flagler County Sheriff's Office, Volusia County (Opioid Abatement Grant Cycle 1 & Cycle 2), Krewe of Amalee, AdventHealth DeLand Foundation, Schwab Charitable Foundation, DeLand Rotary Club, and LPL Financial, the Foundations to Recovery program was able to extend its outreach to more than 200 clients struggling with substance use disorder last year. To meet the growing demand for these essential services, we are requesting \$35,000. These funds will be utilized to support 10 new clients at the Palm Coast location. The funding will cover the partial expense for two (2) Case Managers (33% of \$51,584 = \$17,194 x 2) and provide recovery resources (\$60 x 10).

This critical funding will allow us to serve a larger caseload in Flagler County, ensuring that more individuals receive the personalized support needed for successful recovery and reintegration into society. By investing in these essential roles and functions, you're helping us build a foundation for long-term success in our Flagler County community.

Foundations to Freedom's recovery residences maintain a consistent program of accountability and support, including abstinence from substances, random drug and alcohol tests, individual and group therapy, and participation in mutual support groups. We remain committed to our clients even after they complete the program, offering ongoing alumni services, job placement assistance, and continued access to community resources to ensure their long-term success. With your invaluable support, we will be able to continue growing and expanding our impact, helping more individuals break free from addiction, rebuild their lives, and contribute positively to their communities.

Foundations to Freedom's mission is to provide individuals seeking recovery from substance use disorders with a safe, structured, and supportive home-like environment that fosters recovery, personal growth, and civic responsibility. Foundations to Freedom's goal is to help each and every client reclaim their dignity and acquire the knowledge, skills, support, and resources they need to maintain a drug free, purposeful, and productive life.

By investing in long-term recovery, Flagler County can significantly reduce the economic burden on local hospitals, emergency responders, law enforcement, and the judicial system, while fostering safer and healthier communities. In addition to the immediate public health benefits, these efforts offer long-term economic rewards by reintegrating individuals into the workforce, reducing the strain on public resources, and decreasing the social costs associated with SUD.



The economic burden of substance use disorder on Flagler County is considerable, ranging from \$60,000 to \$85,000 per individual suffering from SUD. For those affected by addiction, the costs go beyond monetary figures, impacting families, personal lives, and communities. FTF's Foundations to Recovery program addresses these challenges through trauma-informed, evidence-based mentoring and comprehensive recovery support.

The program's expansion, with the addition of two Case Managers, will provide vital support and sustainable recovery to ten individuals, improving their life trajectories and, by extension, the lives of their families and communities. Fewer individuals will face recidivism, homelessness, and the devastating impact of family separation.

The financial burden on Flagler County due to drug overdoses, arrests, crashes, and opioid-related deaths is staggering. This cost includes the price of EMS responses (\$900 per call), hospitalizations for overdoses (\$5,000 each), drug-related arrests (\$2,000 per individual), incarceration costs (\$50 per day for a 30-day stay), and traffic crashes (\$10,000 - \$50,000 per incident). Furthermore, opioid-related deaths have an estimated societal cost of \$6 million each, factoring in medical expenses and lost productivity.

FTF's Foundations to Recovery program offers a targeted and effective solution to these pressing issues. By addressing substance use disorder with a comprehensive, client-centered approach, the program reduces the financial and social toll on Flagler County while creating lasting, positive changes for individuals, families, and the community.

Thank you so much for considering our request. Your support will allow us to expand our impact and serve more individuals and families in need. We would be honored to partner with Flagler County to help these individuals break free from addiction and rebuild their lives. Please feel free to contact me at 386-444-5661 or krussell@foundationtofreedom.org should you require any additional information or wish to discuss this proposal further.

Sincerely,

Katherine Russell
Founder and Executive Director
Foundations to Freedom
339 E. New York Ave.
DeLand, FL 32724

Foundations to Freedom (FTF) is a 501(c)(3) nonprofit organization with demonstrated expertise in providing high-quality, trauma-informed recovery services throughout Central Florida. Certified by the Florida Association of Recovery Residences (FARR), FTF has over three years of experience delivering holistic, community-based support for individuals and families impacted by substance use disorder (SUD) and family separation. The certification aligns with Florida Statute 397.487 for voluntary certification of recovery residences.

FARR Certified Residences ensure all owners, managers and staff receive an orientation to the FARR's Code of Ethics and document their agreement to abide by these principles as a condition of employment. This orientation includes confirmation that all owners, managers and staff successfully complete FARR Ethics and FARR Standards training annually. Certified Recovery Residences must ensure each newly hired staff member completes these two mandatory trainings within their first ninety (90) days of employment.

Where applicable, the professional staff at each site shall review all pertinent Codes of Ethics annually, and attest in writing to their willingness to abide by the principles. Certified Residences ensure that residents receive an orientation as to their rights and responsibilities upon admission, including their right to receive ethical care. Confirmation of this orientation must be documented in each individual resident's file. Certified Residences ensure all residents are provided information during their orientation regarding the process and steps residents may take to report any ethical or standards violations.

Confirmation of this orientation must be documented in each individual resident's file. The website of all Certified Residences must provide a prominently displayed link to the FARR Code of Ethics and the FARR Grievance Form shall also be posted on the Certified Residences website or clearly linked to same on the FARR website within thirty (30) days of issuance of the Certificate of Compliance. FARR Certified Residences should ensure that no retribution, intimidation, or any negative consequences shall occur if a grievance or complaint has been filed.

Demonstrated Competence and Relevant Experience:

FTF currently operates more than 90 recovery beds across 10 residences in Volusia and Flagler counties. Its flagship initiative, the Foundations to Recovery program, provides a full continuum of care including wraparound case management, employment assistance, transportation, peer mentoring, access to healthcare and counseling, and legal support. Many of FTF's staff members are in long-term recovery themselves, providing a unique and deeply empathetic approach to service delivery.

In the past year alone, FTF has served over 200 clients, with 62 successful discharges and 93% graduation success rate. Since its inception, the program has also reunited 34 parents with their children through collaboration with the Florida Department of Children and Families (DCF). These outcomes reflect FTF's commitment to not only serving high-risk populations but also to achieving sustainable, measurable recovery success.

Proven Track Record of Timely Delivery:

FTF has consistently delivered on grant-funded projects with timeliness, transparency, and accountability. The organization has successfully managed funding from the United Way, Community Foundation of Volusia and Flagler Counties, the Flagler County Sheriff's Office, AdventHealth DeLand Foundation, and Volusia County's Opioid Abatement Grants (Cycle 1 and 2). All funded projects have been completed within the required timelines and in accordance with contractual, financial, and reporting requirements.

Responsibility To Residents:

1. The primary obligation of Owners, Managers, Staff and Volunteers of Certified Residences is to respect the integrity and promote the welfare of the resident, whether the resident is assisted individually or in a community setting. In a community setting, Owners, Managers, Staff and Volunteers of Certified Residences are also responsible for taking
 1. reasonable precautions to protect individuals from physical and/or psychological trauma resulting from interaction within the Community.
 2. FARR Certified Residences shall ensure that in any community setting, staff, volunteers and visiting sponsors, recovery coaches and/or counselors set a norm of confidentiality regarding all community participants' disclosures.
 3. FARR Certified Residences ensure that if a resident is or has been in a therapeutic relationship with professional person or entity, staff attempts to make contact with that professional person or entity after obtaining proper releases for the exchange of relevant information from the resident. These contacts or attempts to contact must be documented in the resident record.
 4. When it has been determined that the Resident's needs are not being met at the current level of care/support, the Resident will be receive the necessary assistance with residential placement in the appropriate level of care/support. When it has been determined that the Resident's needs are not being met at the current level of care/support, the Resident will be receive the necessary assistance with residential placement in the appropriate level of care/support.
 5. Certified Residences should ensure that, if a resident's condition indicates there is a clear and imminent danger to the resident or others, staff (per Certified Residence policy and procedure) alert first responders to address danger and risk and then apprise Recovery Residence supervisor/manager/administrator; staff should be trained to appreciate any and all imminent harm potential is beyond the scope of the Recovery Residences level of support and must be referred and deferred to professionals.
 6. Owners, Managers, Staff and Volunteers of Certified Residences refrain from any practice of intimation, bullying or otherwise threatening or discriminatory behavior; relying instead upon the appropriate, consistent and uniform application of written residence rules and consequences.
 7. No Owners, Managers, Staff and Volunteers of Certified Residences will solicit or accept any commission, fee, or anything of monetary value from residents, other related persons, or referral sources, including, but not limited to, the borrowing of money from a resident under any condition or circumstance.

8. Certified Residences ensure that if a resident's condition deteriorates, i.e. relapse or psychological deterioration, referral and linkage to appropriate interventions will be made.
9. Certified Residences ensure fair and equitable financial policies and procedures pertaining to scholarships and repayment processes, i.e.
 - a) Scholarships: (Partial or Full) Residents are orientated to the type of scholarship and specifically what is and is not included in the scholarship. Orientation is acknowledged by resident signature and documentation is maintained in the resident file.
 - b) Repayment Structure: Certified Residences who structure a payment plan for admission and/or ongoing fees should ensure the payment plan is fair and equitable, and the resident is afforded the financial means to personally care for repayment.
 - c) Fees should be renegotiable if the resident's financial ability is altered and in no way inhibit the resident from seeking alternative employment which would strengthen their wellbeing.

Competitive Advantages and Organizational Strength:

Foundations to Freedom offers a unique, integrated approach that distinguishes it from other recovery providers in the region. The organization provides 18 months of recovery housing combined with full-time transportation, individualized case management, legal support, peer-led mentoring, and trauma-informed programming, services not commonly offered under one roof in the recovery housing field. Additionally, the organization's leadership team consists of individuals with military backgrounds, professional credentials, and lived experience in recovery. This combination of professional and personal insight enhances client trust, strengthens service delivery, and ensures that FTF's approach remains client-centered and empathetic. Over the past three years, the organization has demonstrated financial and operational stability, growing from one home with 10 beds to a robust network of 10 recovery residences.

Conflict of Interest Disclosure:

Foundations to Freedom affirms that there are no existing or potential conflicts of interest in relation to the scope of services required by Flagler County. FTF is fully committed to executing this project independently and in compliance with all ethical and contractual guidelines.

Ethical Conflicts:

Certified Residences and their employees shall excuse themselves from taking an active part in the recovery and/or treatment plans of relatives, close friends, and/or business acquaintances. Certified Residences and their employees may participate in political activities on their own time and in accordance with their individual desires and preferences, but it must be clear at all times that they are doing so as individuals and not as representatives of FARR or their organization unless specifically agreed to by FARR or their Recovery Residence Administrator.

Certified Residences and their employees may not offer, pay, solicit, or receive any commission, bonus, rebate, kick-back, or bribe, directly or indirectly, in cash or in-kind, or engage in any split fee arrangement, in any form whatsoever, to induce the referral or in return for the acceptance or acknowledgment of treatment, of patients or patronage to or from a health care provider or health care facility as defined in FS 817.505. licensable entities must remain compliant with defined by Section 397.321, F.S. and Rule 65D-30, F.A.C.

Certified Residences ensure that former clients are not be hired as an employee at any site unless a significant period of time has elapsed. At a minimum, a six (6) month prohibition period should be clearly stated in the Certified Recovery Residences policy and procedures regarding employment of former clients. Certified Residences ensure all program associates refrain from engaging in any non-therapeutic dual relationships for a minimum of 2 (two) years. If a more restrictive time frame is listed in an employee's professional ethics code, then that time frame shall apply. Certified Residences shall not provide clinical or therapeutic interventions which are licensable under Chapter 65D-30, Florida Administrative Code without a license issued by the Department of Children and Families, Substance Abuse and Mental Health Program Office.

Responsibility To Colleagues:

Owners, Managers, Staff and Volunteers of Certified Residences having knowledge of unethical practices on the part of another colleague shall report such practices to the Recovery Residence Administrator and/or as needed, to the colleague's professional Ethics Board Owners, Managers, Staff and Volunteers of Certified Residences should not use the workplace for proselytizing religious, political, or economic issues. However, faith-based programs are encouraged to share their personal testimony and experience as peers with residents who have elected to reside in the faith-based Certified Recovery Residences.

4.3. Staffing and Project Organization

Foundations to Freedom has assembled a highly dedicated and qualified team to oversee and implement the proposed expansion of the Foundations to Recovery program in Flagler County. All staff assigned to this project bring lived experience, professional training, and a deep commitment to supporting individuals on the path to recovery. The key personnel for this project include:

Katherine Russell, Executive Director (Principal) Location: DeLand, FL As Executive Director and Founder of Foundations to Freedom, Katherine Russell will serve as the principal ultimately responsible for the overall management of the project. She will oversee all administrative, financial, and strategic components of the program expansion and will provide day-to-day direction and coordination across all project staff. Katherine brings over a decade of experience in nonprofit leadership and recovery services, with an extensive background in program development, funding acquisition, and community partnerships. Under her leadership, FTF has grown from a single home with 10 beds to over 90 beds across 10 recovery residences in Volusia and Flagler counties.

William Doran, Program Director and Case Manager, Flagler County Location, Palm Coast, FL: William Doran brings a unique combination of lived experience and hands-on case management expertise to his role. He has been with Foundations to Freedom for 5 years, previously serving as a Case Manager before being promoted to Program Director for Flagler County. William is currently working toward her Certified Recovery Residence Administrator (CRRRA) certification and is actively training as a Recovery Coach.

George DeJesus, Case Manager, Flagler County Location, Palm Coast, FL: George DeJesus is a Case Manager at the Palm Coast location. He is currently pursuing his CRPS (Certified Recovery Peer Specialist) exemption. He has completed multiple relevant training programs, including Peer Support Specialist certification, CCAR (Connecticut Community for Addiction Recovery), WRAP (Wellness Recovery Action Plan), and Narcan Training.

Foundations to Freedom (FTF) fully understands Flagler County's objective to expand access to high-quality, wraparound recovery services for individuals impacted by substance use disorder (SUD). The County seeks a trusted provider with the experience, capacity, and infrastructure to deliver sustainable, client-centered services that not only support recovery, but also reduce recidivism, improve public health outcomes, and lessen the financial burden on local systems. FTF is uniquely positioned to meet and exceed these expectations.

As a community-based non-profit organization (501c3) certified by the Florida Association of Recovery Residences (FARR), FTF's Foundations to Recovery program achieves this by providing trauma-informed, evidence-based mentoring and one-on-one support designed to foster long-term recovery. FTF's comprehensive continuum of care, starting with innovative 18-month recovery housing programs, provides essential support for clients as they work toward their personal goals and sustain their recovery journeys.

FTF's process for collecting performance measurement data for grants and funding is comprehensive, with measures in place for each funding source, as well as the bookkeeping and monitoring programs for funding impact, performance data, expenditures, and more. Data is collected and uploaded in real-time through One-Step (discharges, diagnoses, veteran status, probation status, program enrollment, employment status, substance of choice, etc.), QuickBooks, Google Sheets, Microsoft, etc.

FTF's Operations and Finance departments work together to ensure that funding is allocated to the proper channels, that mentoring hours and occupancy rates for each recovery home and client are accounted for and logged in a timely manner in One-Step, and that all mileage and expenses are reported through its accounting systems.

FTF's Pathways to Recovery program bridges the gap between traditional care and wraparound services, providing a client-centric approach to ensure pathways to long-term recovery. Care Coordinators assist clients with employment searches, job retention, securing housing, and weekly meetings with assigned peer support specialists to assess progress and review recovery goals. FTF is unequalled in its approach, offering full-time transportation to appointments, health care visits, work, support meetings, and more. Clients also receive assistance with legal issues, substance use and mental health counseling, HIV testing, Hepatitis C treatment (via community partners), and educational support (diploma or college degree).

By valuing all aspects of the recovery process, including community resources and peer-led recovery support services, FTF staff provide personalized support to clients throughout each step toward a life of independence. While living at a Foundations recovery residence, clients must abstain from all mind-altering substances, pass random 16-panel urinalysis tests and/or breathalyzer tests, actively engage in their personal recovery, participate in individual and group therapy, and commit to attending mutual support groups such as Alcoholics Anonymous, Narcotics Anonymous, or approved faith-based programs.

In addition to the immediate support clients receive during their time in the Pathways to Recovery program, Foundations to Freedom remains dedicated to their success long after graduation. Upon completion, alumni continue to benefit from job placement assistance, housing support, and extended guidance through FTF's robust network of community resources. The relationships fostered during the program ensure ongoing encouragement and accountability, empowering clients to maintain their recovery, achieve financial stability, and reintegrate into society. Through continued mentoring and access to crucial services, alumni are equipped with the tools and support needed to build a sustainable, independent future, transforming their lives and breaking the cycle of addiction.

FTF's Approach to Service Delivery:

Foundations to Freedom's approach is grounded in trauma-informed care, peer-led mentorship, and evidence-based recovery practices. The Foundations to Recovery program provides a structured continuum of care, addressing the full range of client needs, from employment and legal support to transportation, healthcare access, and family reunification. The proposed project will support 10 additional clients at the new Palm Coast location, allowing FTF to meet the increasing demand for recovery housing and case management services in Flagler County. The requested funding will support partial salaries for two (2) Case Managers and recovery resource expenses for incoming clients.

Work Segments and Milestones:

The project will be organized into the following key segments, which also serve as performance milestones:

Segment	Milestone
1. Client Intake & Assessment	Intake completed for 10 new clients; individualized recovery plans created
2. Staffing & Onboarding	Two Case Managers onboarded/assigned; monthly supervision and training begun
3. Support Services Deployment	Ongoing transportation, peer meetings, job support, and legal assistance
4. Recovery Progress Tracking	Monthly progress updates and milestone reviews for all clients
5. Graduation & Aftercare Planning	Completion of program for enrolled clients; transition to alumni support

Communication Plan with County Personnel:

FTF is committed to transparency and open communication throughout the life of the project. Key components of the communication plan include:

- Designated Point of Contact: Katherine Russell, Executive Director, will serve as the lead liaison with Flagler County staff.
- Monthly Status Reports: FTF will provide regular progress reports including client enrollment data, service delivery metrics, and outcome highlights.
- Quarterly Review Meetings: In-person or virtual check-ins will be scheduled to review project status, discuss challenges, and coordinate any adjustments.
- Annual Impact Summary: A comprehensive year-end report will be submitted, documenting outcomes, success stories, financials, and recommendations for future expansion.

Projected Timeline / Schedule:

Month Activity:

- Month 1: Begin intake of 10 clients; assign Case Managers; initiate support services.
- Months 2-3: Deliver case management, transportation, job support, peer meetings.
- Months 4-6: Monitor progress; ongoing support; address legal, employment, reunification.
- Months 7-9: Evaluate outcomes, prepare aftercare plans, support program graduation.
- Month 10-12: Complete program cycles; begin next intake as needed; submit final report.

Note: Timeline is flexible and responsive to client needs and County priorities.

FTF is fully prepared to implement this expansion with the urgency, structure, and professionalism it requires. With a proven program, dedicated staff, and a strong operational foundation, FTF will deliver a measurable, meaningful impact in Flagler County.

4.6 Similar Projects and References

Foundations to Freedom, Inc. has successfully delivered recovery housing, wraparound support services, case management, employment coaching, and overdose prevention services under multiple contracts with Florida public agencies. While our core expertise is in direct service delivery rather than traditional consulting, we have provided program implementation, data reporting, and performance management services that are directly analogous to the scope of this opportunity.

Current Clients (Florida Public Agencies):

Volusia County Government – Opioid Abatement Program (Multiple Cycles)

Contracted services: Recovery housing, case management, family reunification, employment services, and naloxone distribution/outreach.

Alex Fox
Planning and Monitoring Manager
Volusia County Community Assistance
121 W. Rich Ave. DeLand, FL 32720
(386)736-5955 ext. 12979

Volusia County Government – CDBG Public Service Grant

Contracted services: Recovery housing, case management, and supportive services for vulnerable populations.

Eva Colee
Grants Planner
Community Assistance
(386) 736-5955 ext. 15593
121 W. Rich Avenue
DeLand, Florida 32720

United Way of Volusia-Flagler Counties – Community Impact Grant (Multiple cycles)

Contracted services: Recovery housing, peer support, and employment readiness programming.

Cary Quinones / Community Investments Manager
Community Foundation and United Way of Volusia-Flagler Counties
1530 Cornerstone Blvd, Suite 210, Daytona Beach, FL 32117
386-341-4851 | cquinones@uwwfc.org

Lost or Terminated Contracts (Past 5 Years):

Foundations to Freedom has not lost or had any contracts terminated in the past five years. All contracts have either been successfully completed or are still active. We maintain excellent relationships with all current and former funders and have never been removed from a contract for performance or compliance issues.

Foundations to Freedom (FTF) is committed to providing cost-effective, sustainable services for individuals in recovery, ensuring that every dollar is spent efficiently to maximize the impact on clients and the community. Below is the detailed budget outlining the anticipated costs associated with expanding services for the Foundations to Recovery program at the Palm Coast location.

Personnel Expenses (Palm Coast location):

FTF proposes the funding of two (2) Case Managers to support 10 new clients in Flagler County. The requested funds will cover 33% of their annual salaries.

Position	Annual Salary	% Funded by Grant	Amount Requested
Case Manager 1	\$51,584	33%	\$17,194
Case Manager 2	\$51,584	33%	\$17,194
Total Personnel Expenses:	-	-	\$34,388

[Does not include fringe benefits.]

Materials and Supplies:

To ensure that clients have the resources necessary for their recovery journey, FTF anticipates the following costs for recovery-related materials and supplies:

Item	Unit Cost	Quantity	Total Cost
Recovery Resources	\$60	10	\$600
Facility Costs	-	-	Covered by FTF
Indirect Costs	-	-	Covered by FTF
Match/In-kind Contributions	-	-	Covered by FTF

[Recovery resources (e.g., work attire, hygiene items, educational materials, etc.).]

This budget breakdown represents a strategic investment to expand services for Flagler County residents, ensuring that FTF can continue to provide comprehensive, client-centered support to those in recovery. The requested funding will allow FTF to effectively serve an additional 10 clients, providing critical case management services and a continuum of care necessary for sustainable recovery outcomes.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2026

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

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

PRODUCER Foundation Risk Partners, Corp. dba Foundation Risk Partners of Florida 780 W. Granada Blvd. Ormond Beach FL 32174	CONTACT NAME: PHONE (A/C, No, Ext): 386-677-4761 FAX (A/C, No): 386-673-5370 E-MAIL ADDRESS: email@HIPFlorida.com
INSURED Foundations to Freedom, Inc. 339 E New York Ave Deland FL 32724-5509	INSURER(S) AFFORDING COVERAGE INSURER A: Oak River Insurance Company INSURER B: FFVA Mutual Insurance Co. INSURER C: United States Liability Insurance Company INSURER D: INSURER E: INSURER F:

License#: L100460
FOUNTOF-01**COVERAGES****CERTIFICATE NUMBER:** 24872711**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NPP1641503A	2/2/2026	2/2/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			04APM047938-02	5/31/2026	5/31/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WC840-0816130-2026A	2/11/2026	2/11/2027	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**Flagler County Board of County Commissioners
Health and Human Services
2199 Commerce Pkwy
Bunnell, FL 32110

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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