



**South Walton Fire District
Request for Proposals**

**Compensation
Study**

Issued 10/25/2023

Submittals due by 11/27/2023 at 9:00 AM CST (Deadline)
SWFD HQ, 911 N. County Highway 393
Santa Rosa Beach, FL

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The anticipated Schedule for this Solicitation is as follows. All times are Central Standard:

ITEM	DATE	TIME
SOLICITATION ISSUED	10/25/23	N/A
PRE-BID MEETING (NON-MANDATORY)	11/6/23	10:00 AM
FINAL DATE for QUESTIONS	11/13/23	10:00 AM
SUBMISSION DEADLINE	11/27/23	9:00 AM
BID OPENING	11/27/23	10:00 AM
SELECTION COMMITTEE MEETING TO CONSIDER CONSULTANT RANKINGS	11/30/23	2:00 PM
CONSULTANT SELECTION (BOARD ACTION)	12/11/23	4:00 PM

II. GENERAL CONDITIONS

REQUEST FOR PROPOSALS

Compensation Study for the South Walton Fire District

REQUEST FOR PROPOSALS SUMMARY

The South Walton Fire District is accepting proposals from qualified vendors for a Compensation Study.

SUBMITTER INFORMATION

All Submitters must contact the District's Human Resource Manager, in writing via e-mail (llabarreare@swfd.org), with their intention to submit, along with their company name and contact information at least ten business days before the submittals are due. The District is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the district's website (<http://www.swfd.org>) for additional project information as it becomes available. The District reserves the right to decide whether to provide addendums or not. The District is not required to provide any additional information.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held 11/6/2023 at 10 AM CST at South Walton Fire District Headquarters, 911 N. County Highway 393, Santa Rosa Beach, Florida 32459. Please contact the District's Human Resource Manager; (llabarreare@swfd.org) for information.

QUALIFICATIONS SUBMITTALS

Proposals must include all the required documents items listed in the Submission Instructions Section of the Request for Proposals (RFP).

Proposals should be mailed or hand delivered to the Office of the Fire Chief on or before November 27, 2023 at 9AM CST. Late submissions will not be accepted. Proposals should include one original and an electronic copy (on a USB flash drive).

Physical Submittals should be addressed to: South Walton Fire District
Attn: Fire Chief
911 N. County Highway 393
Santa Rosa Beach, FL 32459

Clearly marked as: **“Compensation Study”**

FEE SCHEDULE

Item	Description				Total
1	Compensation Study per RFP Specifications				\$
2	Conduct a pay compression analysis for all positions that addresses the issue of internal equity and provide a detailed written recommendation for addressing any equity issues identified along with the fiscal impact associated with the recommendation.				\$
3	Comparison of limited specified benefits (one time merit payments/bonus plans; tenure or retention payments, tuition reimbursement; recruitment sign on bonuses etc.)				\$
Total					\$

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any vendors as to the meaning of the scope of work or any other contract documents included in this RFP. All questions pertaining to the terms and conditions or scope of work of this RFP must be sent in writing (e-mail is acceptable) to the District’s Human Resources Manager llabarreare@swfd.org and shall be received no later than November 13, 2023 at 10AM CST. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the RFP. All such Addenda shall become a part of the contract documents. The District will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The District will not respond to questions received after the specified deadline. The District reserves the right to respond to any and all questions but is not required to do so.

SCOPE OF WORK

Purpose

The goal of this solicitation is to contract with an experienced company to conduct a Compensation Study and provide recommendations to ensure that the District remains highly competitive in the marketplace and can continue to attract and retain a talented workforce. Offerors should assume a not-to-exceed four (4) month project duration from issuance of the Notice to Proceed (NTP). Company must have prior compensation study experience for county, municipal, and/or independent special districts of similar size and scope.

Project Description

The District is seeking compensation review of all positions (union and non-union).

As set forth in greater detail below, the compensation study will include:

- an overall evaluation of the District's current grade structure, actual salaries compared with that of other relevant competitors and special districts of similar size and complexity.
- a recommended restructuring (if necessary) of the District's compensation structure for all classifications to include the development of PayScale ranges for non-represented positions.
- recommendations or strategies for implementing proposed changes.

Required Tasks and Deliverables

- Assess the District's current compensation structure, and work with the District to develop a compensation philosophy.
- Review the methodology and survey instrument with District staff to be used in the evaluation with the comparable agencies prior to commencing with the accumulation of data.
- Recommend appropriate comparison organizations to participate in the study, to include governmental competitors of similar size and complexity and providing similar services located throughout the State of Florida as well as within the District's local geographic area. The District intends to provide Company with a list of known independent special fire control districts of similar size and complexity to be used in the study. Determine where the District's compensation package ranks with respect to selected labor markets. All salary and compensation comparison data shall reflect FY24 payroll data.
- Recommend a pay classification system, including but not limited to, a comprehensive pay range system with detailed minimum, midpoint, and maximum salary ranges that can be utilized by District staff after completion of the project. Group positions based upon duties performed, knowledge, skills, and abilities for the position. Recommend where each position should fall within the recommended structure.
- Provide published job descriptions of any comparable positions utilized for the study so the District can validate roles and responsibilities for equity.
- Resolve any inconsistencies in the survey data and be prepared to discuss the particulars of any survey data presented.
- During the course of the project, the Company will make informal presentations of findings as necessary with District management and may require formal meetings with the Board of Fire Commissioners, as determined by the Fire Chief/Administrator.
- Reported data will include:
 - Data supporting final recommendations.
 - Relevant data on the participating organizations (type, geographic area, budget size, number of employees).
 - Relevant salary detail data from participating organizations (comparison to the District's job duties, education, and experience; grade ranges; incumbent actual salary; annual incentives/increases).

- Comparison of limited specified benefits (one time merit payments/bonus plans; tenure or retention payments, tuition reimbursement; recruitment sign on bonuses etc.)
- An analysis of the financial impact of the implementation of the recommended pay plan, working with the District to gain the greatest benefit in regard to retention and recruitment.
- Conduct a pay compression analysis for all positions that addresses the issue of internal equity and provide a detailed written recommendation for addressing any equity issues identified along with the fiscal impact associated with the recommendation.

Acceptance of deliverables will be performed by the District’s Human Resources Manager. The deliverables furnished shall be of a quality acceptable to the District, including that all deliverables presented to the District are neat in appearance, well-organized, and procedurally, technically, and grammatically correct. The District reserves the right to reject any product that does not meet these standards, or to request Offeror change the format if it does not meet the District’s needs.

MINIMUM QUALIFICATIONS

Statement of Qualifications (SOQs) will be considered from firms normally engaged in implementing the services requested. To be eligible for award, submitters must:

1. Be licensed in the State of Florida
2. Possess a minimum of five (5) years’ experience in performing similar work.
3. Have completed three (3) projects with other municipalities/government agencies in the past five (5) years of a similar size, scope and complexity. Provide examples of similar previous work product.
4. Demonstrate that at least three (3) recommended compensation systems recommended by the firm have been successfully implemented and maintained by other municipalities/government agencies.

Submitters shall present their SOQ as outlined in the submission instructions section of this document. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the South Walton Fire District. The District reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions of the Contract. The South Walton Fire District will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all SOQs.

SUBMISSION INSTRUCTIONS

The purpose of this section is to provide information related to the proposals of interested vendors to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in a submittal being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the South Walton Fire District and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the submitter.

The following information shall be provided in the order detailed:

- a. **Title Page**
- b. **Table of Contents**
- c. **Letter of Interest**
- d. **Statement of Qualifications**
- e. **Understanding of the Scope of Work**
- f. **References**
- g. **Insurance Requirements**

EVALUATION AND SELECTION OF CONSULTANT

Evaluation Criteria

Proposals will be evaluated based on “Technical Acceptability” and Price. A breakdown of points is provided below for 100 Total Maximum Points. All criteria are important, and it would be wrong to assume that any criteria listed are insignificant. In responding to Evaluation Criteria 1 to 5 below, the offeror should organize its proposal so that the qualifications are clearly illustrated in each of the following categories.

No.	Criteria	Maximum Points
1	Introduction and Submittals	0
2	Qualifications and Technical Capacity of Offeror	25
3	Qualifications of Key Personnel Assigned to the Project	25
4	Work Plan	15
5	Price	35
Total Points		100

(1) Section 1 – Introduction and Submittals (No Points):

- A cover letter with the proposal must be submitted and dated. The letter should describe the Offeror’s interest in the contract and brief description of general approach or unique features of the Offeror or team.
- The cover letter shall also contain the name, title, address, e-mail address, and telephone number(s) of an individual(s) with authority to bind the Offeror during the period in which the District is evaluating proposals.
- The cover letter shall summarize your company’s background and experience, noting years in business, executive leadership/ownership, and any distinguishing factors that set your company apart from your competitors.
- The cover letter shall be signed by a principal of the Offeror or other person fully authorized to act on behalf of the Offeror or team. The letter must indicate that the Offeror agrees to be bound by the contract upon award without modifications, unless mutually agreed to upon further negotiations between the District and the Offeror.

(2) Section 2 – Qualifications and Technical Capacity of Offeror (25 Points):

- Provide the relevant qualifications and experience of your company as it relates to the scope of work, including a specific statement of how your company meets the stated requirements. (10 Total Maximum Points)
- The company must have been in business providing related services for at least five (5) years, preferably to include experience with government agencies. (5 Total Maximum Points)
- This section should demonstrate your company’s understanding of the scope and your ability to satisfy requirements. Discuss the ways in which you will utilize current technologies and practices to complete the work. Provide a minimum of three client references for prior similar projects that proposer has successfully completed. (10 Total Maximum Points)

(3) Section 3 – Qualifications of Key Personnel Assigned to the Project (25 Points):

- Provide a list of key personnel in the proposed team, their titles, and tasks to be assigned relative to the scope of the project. (5 Total Maximum Points)
- Provide professional biographies of each which list the qualifications and all relevant experience of the team members, with the proposed Project Manager listed first. (10 Total Maximum Points)
- Provide a minimum of three (3) prior similar assignments that each individual key staff member proposed has successfully completed. (10 Maximum Points)

(4) Section 4 – Work Plan (15 Points):

- Provide a detailed description of how the team will fulfill each component of the project. (5 Total Maximum Points)
- The proposed work plan shall include a detailed timeline for each major step in the process, the associated projects with each step, and the expectations firm has for the District’s responsibilities in each step. (10 Total Maximum Points)

(5) Section 5 – Price (35 Points).

- Price proposals shall be submitted on the Fee Schedule provided by the District. Requests to modify the pricing schedule should be communicated to the Fire Chief. Price (35 Total Maximum Points).

RESERVES THE RIGHT

The District reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be the most qualified and in the best interest of the District. The South Walton Fire District reserves the right to establish additional contracts that may be similar in nature to any contract resulting from this Request for Qualifications as best serves the needs of the District.

DESIGNATED CONTACT

The awarded firm shall appoint a person to act as a primary contact with the District. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the RFP and the services being requested.

INSURANCE REQUIREMENTS

Include proof of Insurance furnished by the firm's carrier to guarantee the firm is insured.

The awarded firm must file with the South Walton Fire District certificates of insurance prior to commencement of work evidencing the District as a certificate holder as additionally insured with the following minimum coverage:

Commercial General Liability Insurance coverage, including but not limited to premises operations, products/completed operations, product liability, contractual liability, personal injury, death in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Commercial Automobile Liability Insurance for any owned, non-owned, hired, or borrowed automobile in the minimum amount of \$1,000,000 combined single limit.

Worker's Compensation/Employer's Liability Insurance as required by Florida Law for all applicable employees, agent, representatives and subcontractors, if any.

Professional Liability Insurance the Consultant will carry professional liability Errors and Omissions Insurance during the terms of this Agreement which will cover liability for any damage or non- performance on account of any error, omission, or other provable negligence caused by the Consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate

INDEMNIFICATION

The Respondent shall hold harmless the District, its officers and employees, from 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 Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the South Walton Fire District will apply.

LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Consultant shall comply with all local, state, and federal directives, orders and laws as applicable to the Contract.

Compliance with Fla. Stat. 448.095:

- a. Consultant agrees to comply with all applicable portions of Fla. Stat. 448.095. Consultant must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- b. Subconsultants:
 - i. Consultant shall also require all subconsultants performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - ii. Subconsultants shall provide Consultant with an affidavit stating the subconsultant does not employ, contract, or subcontract with an unauthorized alien, as defined by Fla. Stat 448.095

- iii. Consultant shall provide a copy of such affidavit to the District upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant must provide evidence of compliance with Fla. Stat.448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Consultant's E-Verify number.
- d. Failure to comply with this provision is a material breach of the Agreement, and the District may choose to terminate the Agreement at its sole discretion. Consultant may be liable for all costs associated with the District securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public agreement for a period of 1 year after date of termination.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the South Walton Fire District reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to District personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (PDF) on USB storage device or web-based archive.

NO COLLUSION

By offering a submission to this Request for Qualifications, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

BACKGROUND CHECKS

The District may require a Consultant or sub-consultant who performs work in or on District property to provide a criminal background check for any employee of the company who will do the work in or on District property. Criminal background checks shall mean a level (1) one background check as defined by F.S. § 435.03. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to District property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its subconsultants' employees who will have access to District property.

The Consultant shall be required to submit an affidavit on the form provided certifying that background checks shall be completed for all employees who will perform work on district property. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by District.

If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred,

which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any District property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the District's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

The District reserves the right to approve or disapprove whether the Consultant's employees perform the services for the District. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

CONE OF SILENCE

During the course of a competitive solicitation, a Cone of Silence shall apply as follows:

A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the District's Board of Fire Commissioners makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any Fire Commissioner, the Fire Chief/Administrator and their respective support staff or any person or group of persons appointed or designated by the Fire Chief to evaluate, select, or make a recommendation to the District's Board of Fire Commissioners or the Fire Chief/Administrator regarding a Competitive Solicitation.

The Cone of Silence shall not apply to written or oral communications with legal counsel for the District.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the District.

PUBLIC RECORDS/CONFIDENTIAL INFORMATION

Florida law provides that District records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the District in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. Florida Statutes provide an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the District will treat all materials received as public records.

PUBLIC ENTITY CRIMES INFORMATION STATEMENT

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, 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 from the date of being placed on the convicted vendor list.

CONFLICT OF INTEREST

The Proposer acknowledges and confirms that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

No contract will be awarded to a Proposer who has District elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida Statutes and local Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the District's Proposer's List and prohibit the proposer from engaging in any business with the District.

TERMINATION

The resulting contract may be canceled by the District when:

- Sufficient funds are not available to continue its full and faithful performance of the contract.
- Sub-standard or non-performance of contract.
- The District wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the Consultant.

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the District reserves the right to cancel the Contract immediately upon written notice to the Consultant.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the Board of Fire Commissioners, if the following is established:

- a. The respondent acted in good faith in submitting the submittal;
- b. In preparing the submittal there was an error of such magnitude that enforcement of the submittal would result in severe hardship upon the respondent;
- c. The error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. The error was discovered and communicated to the District within twenty-four (24) hours of

submittal opening, along with a request for permission to withdraw the submittal; and the respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Consultant shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

CONTRACT MODIFICATIONS

Any requested changes must be negotiated and completed during the solicitation process via addendums. No changes to the contract will be made after the submittal deadline.

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III. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: South Walton Fire District

by: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133 (1)(a), Fla. Stat., means:
 - a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

STATE OF FLORIDA
 COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** **physical presence** or **online notarization**, this _____ day of _____, 2023, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

 Notary Public – State of Florida

 (Print, Type, Stamp, or Commissioned Name of Notary Public) |

IV. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I, _____ of _____, (Name and Title) _____ (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication, or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material, important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** **physical presence** or **online notarization**, this __ day of _____, 2023, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned Name of Notary Public)

V. E-VERIFY COMPLIANCE CERTIFICATION

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the South Walton Fire District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Contract.

Notwithstanding the provisions of your company’s contract if the South Walton Fire District has a good faith belief that the CONTRACTOR has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this contract, the South Walton Fire District shall terminate the contract. If the South Walton Fire District has a good faith belief that a subcontractor performing work under this contract knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the South Walton Fire District shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the South Walton Fire District as a result of the termination of a contract based on CONTRACTOR’s failure to comply with E-Verify requirements referenced herein.

Confirmation of E-Verify Compliance

Company

Agent for Contractor and Title

Signature

VI. SAMPLE AGREEMENT

This Agreement ("Agreement") is made and entered into on _____ (the "Effective Date"), by and between South Walton Fire District ("the District") and _____, a (state of incorporation and type of entity), whose address is _____, _____, _____, _____, who is authorized to do business in the State of Florida (the "Contractor").

RECITALS

WHEREAS, the District requested Responses for Competitive Solicitation No. _____ ("Solicitation") to provide the following goods and/or services: _____ (collectively referred to as the "Services");

WHEREAS, the Contractor submitted a response for the Solicitation provides the Services ("Response"), which was accepted by the District.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

- 1) Term.** This Agreement commences on the Effective Date and will continue for a term of _____ (___) four months.
- 2) Contract.** The Contractor will provide to the District the Services pursuant to the terms and conditions described herein and in the following: the Solicitation (including Addenda), attached as Exhibit I and incorporated by reference and the Contractor's Final Response, attached as Exhibit II and incorporated by reference. (The Contractor is referred to as "Respondent" and "Successful Respondent" in the Exhibits). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents govern in the following order of precedence: first, this Agreement; second, Exhibit I (the Solicitation, including Addenda); and third, Exhibit II (the Contractor's Final Response).
- 3) Clarifications/negotiated points** (if any) are:
 - a) _____
- 4) Payment.** The Contractor will provide the Services to the District pursuant to the pricing set forth in Exhibit II (unless revised herein). The Contractor will submit invoices for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit.
 - a) Upon receipt, the District has five (5) business days to inspect and approve the goods or services.
 - b) The District will make payment in accordance with the District's Regulation, which states the Contractor's rights as a vendor and the District's responsibilities concerning interest penalties and time limits for payment of invoices.
 - c) If a payment is not issued within thirty (30) days of receipt of a proper invoice and receipt and inspection and approval of the goods and services, the District, upon a valid request, will pay to the Contractor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to section 55.03(1), Florida Statutes, provided the interest penalty is in excess of one dollar (\$1.00). The interest will be calculated on the unpaid balance from the expiration of the 30-day period until such time as the payment is issued to the Contractor.
- 5) Cooperation on Audits and Investigations.** The Contractor must cooperate with the District and provide specific records and/or access to the Contractor's records related to this Agreement for purposes of conducting an audit or investigation. The District will provide Contractor with reasonable notice of the need for such records or access.

- 6) Travel Expenses.** Contractor will not charge the District for any travel expenses, meals, and lodging unless otherwise specifically provided for in this Agreement, and upon the District's prior written approval of the expenses. Under such circumstances, Contractor is authorized to incur the agreed to travel expenses which will be payable by the District, but only to the extent permitted in section 112.061, Florida Statutes. Contractor is responsible for any expenses in excess of these prescribed amounts.
- 7) Taxes.** The District is a tax immune sovereign and exempt from the payment of sales, use, or excise taxes. The Contractor must pay all personal property taxes on leased equipment and all taxes based upon net income.
- 8) Relationship of the Parties.** The Contractor is an independent contractor, and neither the Contractor nor the Contractor's employees, agents, or other representatives are the District's employees or agents. The Contractor may not use the District's name, trademarks, logos, or marks without the District's prior written approval. Each party assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and its officers, employees, and agents. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of the Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of the Contractor in furtherance of the Contractor fulfilling the Contractor's obligations under this Agreement.
- 9) Background Checks.** Prior to any of Contractor's employees or agents entering the District's campus or premises to perform work pursuant to this Agreement, Contractor must have conducted, and the employee or agent must have passed, a background check.
- 10) Contractor's Employment of Unauthorized Aliens.** Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, the District may terminate this Agreement immediately upon notice to Contractor for Contractor's violation of this provision.
- 11) E-Verify.** All terms defined in section 448.095, Florida Statutes are adopted and incorporated into this provision. Pursuant to section 448.095, Florida Statutes, Contractor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Contractor must also require the subcontractor to comply with the requirements of section 448.905, Florida Statutes. The subcontractor must provide to the Contractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with or to, any unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of this Agreement. The District may terminate this Agreement immediately upon notice to Contractor for Contractor's violation of this provision.
- 12) Workers' Compensation.** Contractor must have and maintain during the life of this Agreement, Workers' Compensation Insurance for all its employees connected with the work related to this Agreement. In the event any work related to this Agreement is sublet or subcontracted, the Contractor must require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance must comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under Workers' Compensation, the Contractor must provide, and cause each subcontractor to provide, adequate insurance for the protection of such employees.

- 13) Equal Opportunity.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, Veteran status, marital status, age or disability.
- a) The Contractor will comply with the provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the Contract regardless of value.
 - b) The Contractor will also comply with the Americans with Disabilities Act (ADA) of 1990, as revised.
- 14) Subcontractors.** The Contractor is fully responsible for all work performed under this Agreement. The Contractor may, with the prior written consent of the District, enter into written subcontract(s) for performance of certain of its functions under this Agreement. The Contractor's subcontracts must not be implemented or effective until and unless approved in writing by the District. Contractor will fully notify any subcontractors of Contractor's responsibilities pursuant to this Agreement by providing language in the Contractor's subcontracts with subcontractors for work related to this Agreement. Contractor is solely responsible for all payments to its subcontractors. Contractor will require its subcontractors to provide proof of the required insurance coverage as well as proof of appropriate licenses before allowing the subcontractor to perform work related to this Agreement.
- 15) Covenant Against Commissions or Brokerage and Contingent Fees.** Contractor warrants that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this warranty, the District has the right to annul this Agreement, without liability, and to deduct from any amounts otherwise payable to Contractor under this Agreement the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to the District under this Agreement, at law or in equity.
- 16) Insurance.** Contractor will maintain, at its own expense, amounts of insurance as required in the Solicitation. If no insurance is mandated in the Solicitation, Contractor must at a minimum maintain insurance that covers the Contractor's exposure in performing this Agreement.
- 17) Licensing Requirements.** To the extent applicable, Contractor must have and maintain all appropriate licenses necessary to perform the Services related to this Agreement. Contractor must provide proof of such licenses to the District upon request.
- 18) Work for Hire.** Any work specifically created for the District under this Agreement by the Contractor is considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") are and remain the property of the District, and, unless otherwise specifically set forth herein, are considered specially ordered for the District as a "work made for hire," or, if for any reason held not to be a "work for hire," the Contractor who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the District.
- a) The District owns all right, title and interest in the Materials. Contractor agrees upon request to execute any documents necessary to perfect the transfer of such title to the District.
 - b) The Materials must be to the District's satisfaction and are subject to the District's approval. Contractor bears all risk of loss or damage to the Materials until the District has accepted delivery of the Materials.

- c) The District is entitled to return, at Contractor's expense, any Materials which the District deems to be unsatisfactory.
- d) Contractor hereby represents and warrants that the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and that no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties, or other payments.

19) Trademark or Copyright Infringement. Contractor will, at its expense, defend any suit brought against the District and will indemnify the District against an award of damages and costs made against the District by settlement or final judgment of a court that is based on a claim that the use of the Contractor's product infringes a trademark or copyright of a third party; provided that the District notifies Contractor in writing of the suit or any claim of infringement within thirty (30) days after receiving notice thereof, and further provided that Contractor is permitted to control the defense in any litigation or settlement of the suit. The District will provide reasonable cooperation in the defense of the suit at Contractor's expense. Such defense and indemnity survives termination or expiration of this Agreement.

20) Confidentiality of Information.

- a) The Contractor acknowledges and agrees that the following items are and remain confidential, proprietary, and the sole property of the District:
 - i) all documents, studies, materials and information furnished to the Contractor by the District or the District's affiliates in connection with this Agreement, and
 - ii) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for the District in connection with this Agreement or which reflect any of the documents, studies, materials or information furnished to the Contractor by the District (the materials described in this provision are collectively referred to as the "Information")
- b) The Contractor agrees that it will not use the Information nor share the Information with its employees, except as necessary to the Contractor's performance under this Agreement, and the Contractor will at all times comply with all state and federal laws governing the use and/or safe-keeping of confidential and/or personally identifiable information. The Contractor must not disclose Information to third parties unless it obtains the District's written consent to such disclosure.
- c) In the event the Contractor is required by subpoena or other judicial or administrative process or by law to disclose such records, the Contractor will:
 - i) provide the District with prompt notice thereof;
 - ii) consult with the District on the advisability of taking steps to resist or narrow such disclosure;
 - iii) furnish only that portion of the information that is responsive to the request;
 - iv) comply with the requirements of all state and federal privacy laws applicable to the Information, which may include but is not be limited, to Florida Public Records laws, FERPA, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003); and
 - v) reasonably cooperate with the District in any attempt that the District may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records.
- d) Upon termination of this Agreement or upon request by the District, the Contractor will promptly return the Information to the District. Notwithstanding the foregoing, if the District will share or provide access to protected health information or "PHI" with the Contractor for the Contractor to perform this Agreement, the District and the Contractor will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of the Agreement regarding the PHI (in lieu of this provision). This provision survives the termination or expiration of this Agreement.

21) Compliance with Public Records Law. The District is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and the District will respond to such public records request without any duty to give the Contractor prior notice. The District may unilaterally terminate this Agreement for Contractor's refusal to allow public access to all public records that were made or received in conjunction with this Agreement. This provision survives termination or expiration of this Agreement.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**South Walton Fire District
Attention: Robbie Lund; RMLO
911 N. County Highway 393
Santa Rosa Beach, FL 32459
records@swfd.org (850) 267-1298**

- a) To the extent that Contractor meets the definition of "contractor" under section 119.0701, Florida Statutes, in addition to other requirements provided by law, Contractor must comply with public records laws, including the following provisions of section 119.0701, requiring Contractor to:
 - i) Keep and maintain public records required by District to perform the Service.
 - ii) Upon request from the District's custodian of public records, provide the District 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.
 - iii) Ensure that confidential information or records that are exempt from public records disclosure are not disclosed except as authorized by law for the duration of this Agreement, any renewals, and following completion of this Agreement if Contractor does not transfer the records to District.
 - iv) Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by District to perform the Service.
- b) If Contractor transfers all public records to the District upon completion or termination of this Agreement, Contractor must destroy any duplicate confidential information or records that are exempt from public records disclosure.
- c) If Contractor keeps and maintains public records upon completion or termination of this Agreement, Contractor must meet all applicable requirements for retaining public records.
- d) All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- e) Third parties requesting to inspect or copy public records relating to this Agreement must be made directly to the District. If the District does not possess the requested records, the District will notify the Contractor of the request, and the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.
- f) The District may inspect the:
 - i) Financial records, papers, and documents of the Contractor that are directly related to the performance of this Agreement or the expenditure of state funds.
 - ii) The Contractor's programmatic records, papers, and documents which the District determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met.
 - iii) The Contractor must provide such records, papers, and documents requested by the District within 10 business days after the request is made.

- iv) The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.
- g) The terms of this section 21 Compliance with Public Record Laws are material terms of this Agreement, and failure to comply may result in termination of this Agreement and/or civil penalties.

22) Termination

- a) **Termination for Cause.** Either party may terminate this Agreement for cause by giving the other party thirty (30) calendar-days written notice and an opportunity to cure by setting forth with specificity the basis for the termination of this Agreement for cause. For purposes of this Agreement, "cause" means the failure by either party to: (i) provide the Services within the time specified in this Agreement; or (ii) adhere to any terms of this Agreement.
- b) **Termination at Will.** This Agreement may be terminated by District by providing written notice to Contractor of such intent to terminate at least 10 days prior to the effective date of such termination.
- c) If this Agreement is terminated, District is liable only for payment of Services received or rendered prior to the date of termination and accepted by District.

23) Convicted Vendor List. The Contractor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)).

24) Waiver of Rights and Breaches. No right conferred on the District by this Agreement is deemed waived and no breach of this Agreement excused unless such waiver of right or excuse of breach is in writing and signed by the District. The District's waiver of a right or excuse of breach does not constitute a waiver or excuse of any other right or breach.

25) Federal, State, Local Laws, and Regulations. The Contractor and any subcontractors must comply with all applicable laws, ordinances, and regulations. Contractor agrees to protect and indemnify the District, and its officers and agents against any claims or liability arising from, or based on, any violations of such by Contractor or its subcontractors.

26) Force Majeure. In the event compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation will be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section do not excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

27) Lobbying. Contractor is prohibited from using funds provided under this Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

28) Assignment/Modification of Agreement. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by both parties. This Agreement is binding upon the parties' successors and assigns.

29) Indemnification. The Contractor is responsible for its performance under this Agreement. The Contractor will indemnify and hold harmless, assume liability for and defend, the State of Florida, the District and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Contractor or Contractor's officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the District premises in performance of this Agreement. This provision survives termination or expiration of this Agreement. The Contractor's obligations under this provision do not extend to any liability caused by the sole negligence of the District or its officers, agents, or employees.

30) Sovereign Immunity. Nothing in this Agreement is to be construed as an indemnification of the Contractor by the District or as a waiver of sovereign immunity beyond that provided in section 768.28, Florida Statutes.

31) Governing Law; Venue. This Agreement is governed by the laws of the State of Florida and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any disputes related to this Agreement will be governed by Florida law, and this Agreement is deemed to have been executed and entered into in the State of Florida. Exclusive venue of any actions arising out of this Agreement will be in the courts in Walton County, Florida.

32) Notice. Any notices required under this Agreement must be in writing, signed by the party giving such notice, and served on the other party:

- a) Via hand delivery; or
- b) Via U.S. Mail, postage prepaid, registered or certified, return receipt requested; or
- c) Via expedited mail or package service, provided a receipt showing the delivery has been retained; or
- d) Via email

To District:

South Walton Fire District

911 N. County Highway 393

Santa Rosa Beach, FL. 32459

Attn: Fire Chief/Administrator

Email: rcrawford@swfd.org

To Contractor:

Name:

Address:

Attn:

Email:

33) Use of Agreement by Other Governmental Agencies. At the option of the Contractor, the use of this Agreement may be extended to other governmental entities, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each such entity using this Agreement does so independently of the District and is solely responsible for its duties under its own agreement.

34) F.O.B. for Deliveries. For shipping and delivery of goods, shipping charges are included in the price of the goods and the shipped goods become the legal property and responsibility of the District only after the goods have been delivered and the District has inspected and accepted the goods. Contractor is responsible for the goods until such time.

The parties have affixed their signatures to this Agreement:

For District:

For Contractor:

Signature

Signature

Name

Name

Title

Title

Date

Date