

LEWIS COUNTY BOARD OF COUNTY COMMISSIONERS  
BID ATTENDANCE SHEET

DATE: 7/22/2022

TIME: 11:00 A.M.

BID IDENTIFIER: ITB\_2022\_016 – WMA

STAFF IN ATTENDANCE:

PRINT NAME	SIGNATURE	DEPARTMENT
Ali Trehewey	Ali Trehewey	Procurement
Matt Welden	Matt Welden	Parks

BIDDERS IN ATTENDANCE:

PRINT NAME	SIGNATURE	COMPANY

PUBLIC IN ATTENDANCE:

PRINT NAME	SIGNATURE

# Tabulation Sheet

**Agency Name** Levy County Board of County Commissioners

**Bid Number** ITB-ITB\_2022\_016-0-2022/AT

**Bid Name** DEVIL'S HAMMOCK WILDLIFE MANAGEMENT AREA HUNTER CHECK STATION OPERATIONS

**Bid Due Date** 07/22/2022 11:00:00 Eastern

**Bid Opening** **Closed**

2 responses found.

✓ online, 
 ☒ offline, 
 ● not submitting, 
 ⚠ not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
<b>Complete</b>								
1.	D&S Steel inc	07/22/2022 10:53:55 Eastern	19450 SW 5th place, Dunnellon, FL, 34431	\$0.0000	0.0000		Bid Document	✓
2.	DuBois Resources	07/19/2022 22:27:16 Eastern	358 SE 633rd St, Old Town, FL, 32680	\$0.0000	0.0000		Bid Document	✓

**BID CHECKLIST**

**ITB\_2022\_016**

**DEVIL'S HAMMOCK WILDLIFE MANAGEMENT AREA HUNTER CHECK STATION OPERATIONS**

**BIDDER NAME: DUBOIS RESOURCES LLC.**

- |  |   |
|--|---|
| 1. COVER PAGE                                      | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 2. ATTACHMENT 1 BID PRICING FORM                   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 3. SWORN STATEMENT ON PUBLIC ENTITY CRIME FORM     | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 4. NON-COLLUSION AFFIDAVIT FORM                    | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 5. BID SIGNATURE FORM                              | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 6. DRUG-FREE WORK PLACE FORM                       | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 7. CONFLICT OF INTEREST DISCLOSURE STATEMENT FORM  | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 8. CONTRACT EXCEPTION FORM                         | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 9. VENDOR INFORMATION FORM                         | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 10. W9   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 11. CERTIFICATE OF INSURABILITY                    | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 12. EVIDENCE QUALIFIED TO TRANSACT BUSINESS        | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 13. COPIES OF AND APPLICABLE/CURRENT LICENSE/CERTS | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |

**BID PRICE: \$26,650.00**

**COMPLETION TIME: N/A**

**DATE REVIEWED: 7/22/2022**

**REVIEWER NAME: ALICIA TRETHERWAY**

**SIGNATURE:** *Ali Trettheway*

**BID CHECKLIST**

**ITB\_2022\_016**

**DEVIL'S HAMMOCK WILDLIFE MANAGEMENT AREA HUNTER CHECK STATION OPERATIONS**

**BIDDER NAME: DUBOIS RESOURCES LLC.**

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**BID PRICE: \$26,650.00**

**COMPLETION TIME: N/A**

**DATE REVIEWED: 7/22/2022**

**REVIEWER NAME: ALICIA TRETHERWAY**

**SIGNATURE: *Ali Trettheway***



LEVY COUNTY BOARD OF COUNTY COMMISSIONERS  
 PROCUREMENT DEPARTMENT  
 P.O. BOX 310  
 BRONSON, FL 32621  
 PHONE: (352) 486-5218 EXT. 2  
 FAX: (352) 486-5167  
 EMAIL: TRETHERWAY-ALI@LEVYCOUNTY.ORG

COVER PAGE

ITB\_2022\_016 – DEVIL’S HAMMOCK WILDLIFE MANAGEMENT AREA HUNTER CHECK STATION OPERATIONS

LAST DAY FOR QUESTIONS: 7/15/2022

DUE DATE AND TIME: 7/22/2022, 11:00 AM

**SUMMARY OF SCOPE:** Levy County is seeking bids from firms to provide hunter check station operation services for the Devil’s Hammock Wildlife Management Area.

**SUBMITTAL OF BID:** Levy County only accepts electronic submittals through “E-Bidding” on the DemandStar platform, [www.DemandStar.com](http://www.DemandStar.com). In order to submit a bid in response to this solicitation the bidder must be registered with DemandStar.

For questions relating to this Bid, contact Ali Tretheway, Procurement Coordinator at [tretheway-ali@levycounty.org](mailto:tretheway-ali@levycounty.org).

**ITEMS THAT MUST BE INCLUDED WITH BID:** Submitting an incomplete document may deem the bid non-responsive, causing rejection. Please check each box for each item submitted with bid. Prior to submitting my bid, I have verified that all forms are attached and are considered as part of my bid:

- COVER PAGE
- ATTACHMENT “1” BID PRICING FORM
- SWORN STATEMENT ON PUBLIC ENTITY CRIME FORM
- NON-COLLUSION AFFIDAVIT FORM
- BID SIGNATURE FORM
- DRUG-FREE WORKPLACE FORM
- CONFLICT OF INTEREST DISCLOSURE STATEMENT FORM
- CONTRACT EXCEPTION FORM
- VENDOR INFORMATION FORM
- W9
- CERTIFICATE OF INSURABILITY – AS NOTED IN PART 2, SUBSECTION 2.12
- EVIDENCE THAT THE BIDDER IS QUALIFIED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA
- COPIES OF ANY APPLICABLE AND CURRENT LICENSE OR CERTIFICATIONS REQUIRED

Company Name: Dubois Resources, LLC  
 Name: Vincent L Dubois  
 Address: 358 SE 635<sup>th</sup> Street, Old Town FL 32680  
 Mailing Address (if Different): \_\_\_\_\_  
 Email Address (Required): JonesDubois@aol.com  
 Telephone: 352-213-0695 FEIN: 261958006

By signing this form, I acknowledge I have read and understand, and my firm complies with all General Conditions and requirements set forth herein:

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Vincent L Dubois

DATE SUBMITTED: 7-19-22

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

ATTACHMENT "1" BID PRICING FORM

The undersigned, as bidder, does hereby declare that he/she has read the Invitation to Bid, Scope of Work, Intent and General Information, General Conditions, Bid Form and Required and Optional Forms, any addenda that may have been issued, and any other documentation for ITB\_2022\_016, Devil's Hammock Wildlife Management Area Hunter Check Station Operations. Total bid price shall constitute the cost portion of the determination of bid award.

Total bid price shall include all necessary items and equipment that meet the Scope of Work and all requirements therefor contained in this Invitation to Bid:

- 1. 14-Day Archery Season: \$ 9,100.<sup>00</sup>
  - 2. 4-Day Family Hunt: \$ 2,600.<sup>00</sup>
  - 3. 3-Day Muzzle Loading Gun Season: \$ 1,950.<sup>00</sup>
  - 4. 9-Day General Gun Season: \$ 5,850.<sup>00</sup>
  - 5. 11-Day Spring Turkey Season: \$ 7,150.<sup>00</sup>
- Bid Total: \$ 26,650.<sup>00</sup>

Bids shall be firm for the contract period.

Name of Business: DuBois Resources, LLC  
Contact Person: Vincent L DuBois  
Email Address: JonesDuBois@aol.com  
Date: 7-18-22  
Authorized Signature: Vincent L DuBois

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

SWORN STATEMENT ON PUBLIC ENTITY CRIME

Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crime

THIS 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 Levy County Board of County Commissioners

By Vincent L DuBois, Owner  
(Print this individuals name and title)

For DuBois Resources, LLC  
(Print name of entity submitting statements)

Whose business address is 358 SE 633<sup>rd</sup> St, Old Town, FL 32680

and if applicable whose Federal Employer Identification Number (FEIN) is 261958006

If the entity has no FEIN, include Social Security Number of the individual signing this Sworn Statement:

\_\_\_\_\_

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "convection" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of 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 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 an arm's length agreement, shall be a prima facie case that one 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 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, 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 a relation to the entity submitting this sworn statement. (Please 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one 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 within the past 36 months AND (Please indicate which additional statement applies).

The entity submitting the sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, 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 within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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 AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT IA M REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Vincent L DuBois

(Signature)

State of Florida

County of Dixie

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 18<sup>th</sup> day of July, 20 22, by Vincent L DuBois (name), as Owner (title) for DuBois Resources (name of bidder) Personally known  OR Produced Identification  (type of identification).

Savanna Free

(Signature) Notary Public

Savanna Free

(Printed, typed or stamped commissioned name of notary public)

My Commission expires 01/30/26

(SEAL)



**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**



NON-COLLUSION AFFIDAVIT

I, Vincent L DuBois of the County of Dixie

According to law on my oath, and under penalty of perjury, depose and say that:

1. I am the owner of the firm of DuBois Resources, LLC providing that I executed the said bid with full authority to do so.
2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;
3. The statements contained in this affidavit are true and correct, and made with full knowledge that Levy County relies upon the truth of the statements contained in this affidavit in awarding contracts for any services resulting from this ITB for said project.

Vincent L DuBois

7-18-22

(Signature of Proposer Representative)

(Date)

State of Florida

County of Dixie

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 18<sup>th</sup> day of July, 2022 by Vincent L DuBois (name), as Owner (title) for DuBois Resources (name of bidder). Personally known  OR Produced Identification  (type of identification).

Savanna Free

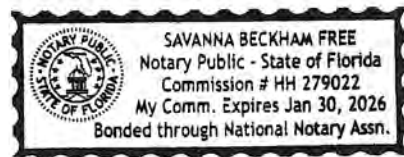
(Signature) Notary Public

(SEAL)

Savanna Free

(Printed, typed or stamped commissioned name of notary public)

My Commission expires 1/30/26



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BID SIGNATURE FORM

The undersigned attests to his/her authority to submit this bid and to bind the entity/firm herein named to perform in accordance with an agreement entered into with the County, if the entity/firm is awarded the agreement by the County. The undersigned further certifies that he/she has read the entire Invitation to Bid package, and any other documentation relating to the Invitation to Bid, and that this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein, and that the prices bid herein are guaranteed for a period of ninety (90) days following the due date for bids.

Type of Organization (please check one):

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- JOINT VENTURE
- LLC

Firm Name: DuBois Resources, LLC

Home Office Address: 358 SE 633<sup>rd</sup> St.

City, State, Zip: Old Town, FL 32680

Address (Servicing Levy County if Different from Above): \_\_\_\_\_

Name/Title of Levy County Representative: Vincent DuBois - Owner

Email: Jones DuBois@aol.com

Telephone: 352-213-0695 Fax: \_\_\_\_\_

Signature: Vincent DuBois Date: 7-18-22

Is Bidder a small or minority business, women’s business enterprise, or labor surplus area firm?  Yes  No

As addenda are considered binding as if contained in the original Invitation to Bid, it is critical each Bidder acknowledge receipt of same. The submittal may be considered void if receipt of addendum is not acknowledged.

Receipt of Addenda Acknowledged:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Section 287.087, Florida Statutes hereby certifies that the Bidder

DuBois Resources, LLC (name of firm or individual) does:

1. Publish a statement notifying employees that the unlawful manufacture, distributions, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Name of Bidder: Vincent L. DuBois

Signature: Vincent L. DuBois

Title: Owner

Date: 7-18-22

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CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All bidders must disclose whether any officer, partner, director or proprietor is the spouse or child of one of the members of the Board of County Commissioners. All bidders must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches or affiliates. All bidders must also disclose the name of any employee, agent lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to this ITB. All bidders are also required to include a disclosure statement of any potential conflict of interest that the bidder may have due to other clients, contracts, or interest associated with the performance of services under this ITB and any resulting agreement. Use additional sheets if necessary.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

\_\_\_\_\_

V.L.D.

Names of Officer, Partner, Director or Proprietor who is spouse or child of Board Member:

\_\_\_\_\_

Names of County Officer or Employee that owns five percent (5%) or more in Bidders Firm:

\_\_\_\_\_

Names of applicable person(s) who have received compensation:

\_\_\_\_\_

Description of potential conflict(s) with other clients, contracts or interests:

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

None of the above applicable:

Signature: Vincent L DuBois

Printed Name: Vincent L DuBois

Bidder Name: DuBois Resources, LLC

Date: 7-18-22

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL



VENDOR INFORMATION FORM

DATE: 7-18-22

COMPANY NAME: DuBois Resources, LLC

PHYSICAL ADDRESS: 358 SE 633<sup>rd</sup> St. Old Town, FL 32680

MAILING ADDRESS: P.O. Box 116

CITY: Cross City STATE: FL ZIP: 32628

TELEPHONE NUMBER: 352-213-0695

FAX NUMBER: \_\_\_\_\_

TOLL FREE NUMBER: \_\_\_\_\_

EMAIL: Jones DuBois@aol.com

FEID NUMBER: 261958006 OR SSN: \_\_\_\_\_

CONTACT PERSON: Vincent DuBois

TITLE: Owner

CONTACT NUMBER: 352-213-0695

\*\*\*\*\*

The information requested above is necessary to update our files or to add your name to the County's vendor list. You are a vital part of the operation of Levy County and we want to thank you for your support. The information on this form will allow us to pay you for the goods and/or services we have received in a timely manner and give us the ability to contact the necessary person in case there is a problem or question in processing.

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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. <i>Vincent (Buddy) L DuBois</i>	
	2 Business name/disregarded entity name, if different from above <i>DuBois Resources, LLC</i>	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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 <b>not</b> 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. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <i>358 SE 633<sup>RD</sup> ST.</i>	Requester's name and address (optional)
	6 City, state, and ZIP code <i>Old Town, FL 32680</i>	
	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	
26 - 1958006	

### 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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Vincent (Buddy) L DuBois</i>	Date ▶ <i>7-18-22</i>
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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](http://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.*

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and DuBois Resources, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.49, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

**Knowledge Test Results**

# Congratulations!



**Vincent DuBois (VDUB1225), your score is 100%**

Vincent DuBois, you successfully completed this tutorial and passed the E-Verify Knowledge Test on July 15, 2022.

Use your browser's print capability to obtain a copy of this page for your records.

To use E-Verify, select 'Exit Tutorial.'



**REMINDER:** You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.



TAPCO  
PO BOX 286  
BURLINGTON, NC 27216

*Limited Liability Insurance*  
*Feb. 2022*

DUBOIS RESOURCES LLC  
PO BOX 116  
CROSS CITY, FL 32628

**Agency Information:**

Agency Code: 931650

TRI-COUNTY INSURANCE SERVICES, INC.

PO BOX 850

CHIEFLAND

FL 32644

Phone Number: (352) 493-2501

**INSURED'S COPY**



COMMON POLICY DECLARATIONS (continued)

POLICY NUMBER: NPP1588214

<b>The Named Insured is:</b>	
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Organization/Corporation
<input type="checkbox"/> Other	<input type="checkbox"/> Trust
<b>Location of Business:</b> 358 SE 633 STREET, CROSS CITY, FL 32628	<b>Business Description:</b> GRADING OF LAND

THESE DECLARATIONS TOGETHER WITH THE COVERAGE PART DECLARATIONS, THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

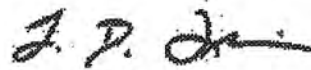
WESTERN WORLD INSURANCE GROUP


Western World Insurance Company  
Tudor Insurance Company  
Stratford Insurance Company

Administrative Office  
300 Kimball Drive, Suite 500  
Parsippany, NJ 07054

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.

  
Secretary

  
President

Countersigned: TAPCO Underwriters, Inc. Burlington, NC 03/10/22 TERES549	By  Authorized Representative
--	---

**COMMERCIAL LIABILITY COVERAGE PART  
DECLARATIONS**

Policy Number: NPP1588214

Effective Date: 02/23/2022  
12:01 AM, Standard Time

**COMMERCIAL GENERAL LIABILITY - LIMITS OF INSURANCE**

General Aggregate Limit (Other Than Products-Completed Operations) \$ 2,000,000  
 Products - Completed Operations Aggregate Limit \$ 1,000,000 †  
 Personal and Advertising Injury Limit \$ 1,000,000 Any One Person or Organization  
 Each Occurrence Limit \$ 1,000,000  
 Damage to Premises Rented to You \$ 100,000 Any One Premises  
 Medical Expense Limit \$ 5,000 Any One Person  
 Each Professional Incident Limit (if applicable) \$ NOT COVERED

† If the Limit is shown as Included, Products-Completed Operations are subject to the General Aggregate Limit.

**PREMIUM**

Classification	Code No.	Premium Basis	Rate		Advance Premium		
			Pr/Co	All Other	Pr/Co	All Other	
Grading of Land	95410	p Payroll 16,700	8.466	25.397	150.00MP	450.00MP	
Total Advance Premium					\$ 600.00	MP	

**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this coverage part and made part of policy at time of issue:

**See Schedule of Forms and Endorsements**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

WW232 (01/12)



- My Insights
- Performance
- Advertisements
- Fees
- Training
- VD



# Registration Summary

## General Vendor Information

Vendor 1099 Name:	<b>DuBois Resources, LLC (NOT CONTESTED)</b>	Ariba Network ID:	--
Vendor Name:	<b>DuBois Resources</b>	W9 Status:	<b>Invalid</b>
Short Name (Doing business as):		DFS W9 Last Update Date:	
Dun and Bradstreet Number (DUNS):		Business Designation	<b>Sole Proprietorship/Self-Employed</b>
Website:		Primary Place of Business	<b>FL</b>
Tax ID:	<b>N261958006</b>		

## Contacts

Contact Information





# *State of Florida*

## *Department of State*

I certify from the records of this office that DUBOIS RESOURCES, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 5, 2008, effective February 4, 2008.

The document number of this limited liability company is L08000013104.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on March 19, 2022, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Nineteenth day of March, 2022*



*Randy Be*  
Secretary of State

Tracking Number: 1757959790CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 9/24/2021

**EXPIRATION DATE:** 9/24/2023

**PERSON:** VINCENT L DUBOIS

**EMAIL:** JONESDUBOIS@AOL.COM

**FEIN:** 261958006

**BUSINESS NAME AND ADDRESS:**

DUBOIS RESOURCES, LLC

358 SE 633RD STREET

OLD TOWN, FL 32680

**SCOPE OF BUSINESS OR TRADE:**

Street or Road Construction: Subsurface Work and Drivers	Street or Road Maintenance or Beautification & Drivers	Contractor-Project Manager, Construction Executive, Construction Manager or Construction Superintendent	Irrigation or Drainage System Construction & Drivers
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IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY HARRELL INSURANCE AGENCY  
12-0387-00 MKT TERR 055 (386) 792-1252

**ITEM ONE**

NAMED INSURED DUBOIS RESOURCES LLC  
VINCENT DUBOIS

ADDRESS PO BOX 116  
CROSS CITY FL 32628-0116

**COMMERCIAL AUTO POLICY DECLARATIONS  
PREFERRED PROGRAM**

Renewal Effective 02-21-2022

**POLICY NUMBER 48-203-929-00**

Company Use 78-04-FL-1402

Company  
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
to	
02-21-2022	02-21-2023

Entity: Limited Liability Company

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**ITEM TWO - SCHEDULE OF COVERED AUTOS AND COVERAGES**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those **autos** shown as covered **autos**. **Autos** are shown as covered **autos** for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Commercial Auto Policy next to the name of the coverage.

COVERAGES		COVERED AUTOS SYMBOLS	LIMIT OF INSURANCE FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
Combined Liability		1	\$750,000 each accident	\$1,762.31
Uninsured Motorist Coverage				No Coverage
Personal Injury Protection		5	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	\$57.41
Medical Payments		7	\$2,000 each person	\$10.48
Physical Damage	Comprehensive	7	\$250 deductible applies for each covered auto unless a deductible appears in ITEM THREE.	\$172.72
	Collision	7	\$500 deductible applies for each covered auto unless a deductible appears in ITEM THREE.	\$241.50
	Road Trouble Service			No Coverage
	Additional Expense			No Coverage
<b>Premium for Endorsements</b>				
<b>ESTIMATED TOTAL PREMIUM*</b>				<b>\$2,244.42</b>

\* This policy may be subject to final audit.

AUTO-OWNERS INS. CO.

58974 (1-17)  
Issued 01-06-2022AGENCY HARRELL INSURANCE AGENCY  
12-0387-00 MKT TERR 055Company  
Bill**POLICY NUMBER**  
Company Use**48-203-929-00**  
78-04-FL-1402

NAMED INSURED DUBOIS RESOURCES LLC

Term 02-21-2022 to 02-21-2023

**ITEM TWO (Continued)**

Endorsements That Apply To All Items: 58000 (01-15) 58001 (01-15) 58200 (01-15) 58524 (01-15) 58550 (01-17) 58555 (01-16)  
58558 (03-16) 58706 (07-20) 58800 (11-20) 59325 (12-19) 58516 (09-19)

**QUICK REFERENCE FOR COVERED AUTO DESIGNATION SYMBOLS**

Refer to the Commercial Auto Policy 58001 Section I for a complete description of COVERED AUTOS and policy provisions that may apply.

- |   |   |
|---|---|
| 1 = Any Auto  | 6 = Owned Autos Subject To A Compulsory Uninsured Motorists Law   |
| 2 = Owned Autos Only                                    | 7 = Scheduled Autos Only  |
| 3 = Owned Private Passenger Autos Only                  | 8 = Hired Autos Only  |
| 4 = Owned Autos Other Than Private Passenger Autos Only | 9 = Non-owned Autos Only  |
| 5 = Owned Autos Subject to No-fault                     | 19 = Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only |

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999AGENCY HARRELL INSURANCE AGENCY  
12-0387-00 MKT TERR 055 (386) 792-1252NAMED INSURED DUBOIS RESOURCES LLC  
VINCENT DUBOISADDRESS PO BOX 116  
CROSS CITY FL 32628-0116**COMMERCIAL AUTO POLICY DECLARATIONS  
PREFERRED PROGRAM**

Renewal Effective 02-21-2022

**POLICY NUMBER 48-203-929-00**

Company Use 78-04-FL-1402

Company  
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
02-21-2022	to 02-21-2023

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

**ITEM THREE - SCHEDULE OF COVERED AUTOS, ADDITIONAL COVERAGES AND ENDORSEMENTS**

	TERRITORY	CLASS
Hired Autos Liability - Non-Motor Carrier Operations	029 Dixie County, FL	SPL

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$ 750,000 each accident	\$74.98
<b>TOTAL</b>		<b>\$74.98</b>

ITEM DETAILS: Estimated cost of hire - liability \$ If Any (Subject to audit)  
Rate Effective Date 06-08-2021

150

	TERRITORY	CLASS
Non-Owned Autos Liability	029 Dixie County, FL	SPL

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$ 750,000 each accident	\$51.05
<b>TOTAL</b>		<b>\$51.05</b>

Rate Effective Date 06-08-2021

150

	TERRITORY	CLASS
1. 2016 RAM TRUCK 3500 ST VIN: 3C63RRGL3GG226912	029 Dixie County, FL	

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$ 750,000 each accident	\$1,499.20
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency	57.41
Medical Payments	Death Benefits - \$5,000 each person \$ 2,000 each person	10.48
Comprehensive	ACV - \$ 500 deductible	109.11
Collision	ACV - \$ 500 deductible	179.13
<b>TOTAL</b>		<b>\$1,855.33</b>

Interested Parties:

Lienholder (Loss Payee): SUNCOAST CREDIT UNION, PO BOX 11829, TAMPA, FL 33680-1829

Additional Endorsements For This Item: 58455 (11-20) 58903 (10-17) 58428 (11-20)

ITEM DETAILS: Pickup Truck 10,001 - 14,000 GVW operated within a 300 mile radius.

CLASS (01401): Farm Trucks/Trailers - Own Farm Use.

Vehicle Count Factor Applies.

Rate Effective Date 06-08-2021

150 0036001 A

AUTO-OWNERS INS. CO.

Issued 01-06-2022

AGENCY HARRELL INSURANCE AGENCY  
12-0387-00 MKT TERR 055

Company **POLICY NUMBER** **48-203-929-00**  
Bill Company Use 78-04-FL-1402

NAMED INSURED DUBOIS RESOURCES LLC

Term 02-21-2022 to 02-21-2023

	TERRITORY	CLASS
2. 2019 ALVEY WELDING FLATBED VIN: 4A9A3AG25KA095020	029 Dixie County, FL	

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$ 750,000 each accident	\$137.08
Comprehensive	ACV - \$ 500 deductible	63.61
Collision	ACV - \$ 500 deductible	62.37
<b>TOTAL</b>		<b>\$263.06</b>

Interested Parties: None

ITEM DETAILS: Trailer operated within a 200 mile radius.  
CLASS (01808): NOC - All Others.  
Vehicle Count Factor Applies.  
Rate Effective Date 06-08-2021

150 0009800

	TERM
ESTIMATED TOTAL PREMIUM	<b>\$2,244.42</b>
PAID IN FULL DISCOUNT	<b>-314.21</b>
ESTIMATED TOTAL PREMIUM IF PAID IN FULL	<b>\$1,930.21</b>

The Paid In Full Discount does not apply to fixed fees or statutory charges.

Policy Rate Code 0000

A 7% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X): Comm Umb()  
Comm Prop/Comm Liab(X) WC( ) Life( ) Personal(X) Farm( ).

00371  
541610

Countersigned By: HARRELL INSURANCE AGENCY



LEVY COUNTY BOARD OF COUNTY COMMISSIONERS  
 PROCUREMENT DEPARTMENT  
 P.O. BOX 310  
 BRONSON, FL 32621  
 PHONE: (352) 486-5218 EXT. 2  
 FAX: (352) 486-5167  
 EMAIL: [TRETHERWAY-ALI@LEVYCOUNTY.ORG](mailto:TRETHERWAY-ALI@LEVYCOUNTY.ORG)

**COVER PAGE**

**ITB\_2022\_016 – DEVIL’S HAMMOCK WILDLIFE MANAGEMENT AREA HUNTER CHECK STATION OPERATIONS**

**LAST DAY FOR QUESTIONS: 7/15/2022** **DUE DATE AND TIME: 7/22/2022, 11:00 AM**

**SUMMARY OF SCOPE:** Levy County is seeking bids from firms to provide hunter check station operation services for the Devil’s Hammock Wildlife Management Area.

**SUBMITTAL OF BID:** Levy County only accepts electronic submittals through “E-Bidding” on the DemandStar platform, [www.DemandStar.com](http://www.DemandStar.com). In order to submit a bid in response to this solicitation the bidder must be registered with DemandStar.

For questions relating to this Bid, contact Ali Tretheway, Procurement Coordinator at [tretheway-ali@levycounty.org](mailto:tretheway-ali@levycounty.org).

**ITEMS THAT MUST BE INCLUDED WITH BID:** Submitting an incomplete document may deem the bid non-responsive, causing rejection. Please check each box for each item submitted with bid. Prior to submitting my bid, I have verified that all forms are attached and are considered as part of my bid:

- COVER PAGE
- ATTACHMENT “1” BID PRICING FORM
- SWORN STATEMENT ON PUBLIC ENTITY CRIME FORM
- NON-COLLUSION AFFIDAVIT FORM
- BID SIGNATURE FORM
- DRUG-FREE WORKPLACE FORM
- CONFLICT OF INTEREST DISCLOSURE STATEMENT FORM
- CONTRACT EXCEPTION FORM
- VENDOR INFORMATION FORM
- W9
- CERTIFICATE OF INSURABILITY – AS NOTED IN PART 2, SUBSECTION 2.12
- EVIDENCE THAT THE BIDDER IS QUALIFIED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA
- COPIES OF ANY APPLICABLE AND CURRENT LICENSE OR CERTIFICATIONS REQUIRED

Company Name: D3S Steel, Inc.  
 Name: Justin Becker  
 Address: 14450 SW 5th Pl, Dunnellon, FL 34431  
 Mailing Address (if Different): Same as above  
 Email Address (Required): jb.dssteel@gmail.com  
 Telephone: (352) 489-8791 FEIN: 46-4473609

By signing this form, I acknowledge I have read and understand, and my firm complies with all General Conditions and requirements set forth herein:

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

DATE SUBMITTED: 7/22/2022

## ATTACHMENT "1" BID PRICING FORM

The undersigned, as bidder, does hereby declare that he/she has read the Invitation to Bid, Scope of Work, Intent and General Information, General Conditions, Bid Form and Required and Optional Forms, any addenda that may have been issued, and any other documentation for ITB\_2022\_016, Devil's Hammock Wildlife Management Area Hunter Check Station Operations. Total bid price shall constitute the cost portion of the determination of bid award.

Total bid price shall include all necessary items and equipment that meet the Scope of Work and all requirements therefor contained in this Invitation to Bid:

1. 14-Day Archery Season:	\$ <u>23,380.<sup>00</sup></u>
2. 4-Day Family Hunt:	\$ <u>6,680.<sup>00</sup></u>
3. 3-Day Muzzle Loading Gun Season:	\$ <u>5,010.<sup>00</sup></u>
4. 9-Day General Gun Season:	\$ <u>15,030.<sup>00</sup></u>
5. 11-Day Spring Turkey Season:	\$ <u>18,370.<sup>00</sup></u>
Bid Total:	\$ <u>68,470.<sup>00</sup></u>

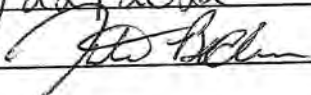
Bids shall be firm for the contract period.

Name of Business: D<sup>3</sup>S Steel, Inc.

Contact Person: Justin Becker

Email Address: Jb.dssteel@gmail.com

Date: 7/22/2022

Authorized Signature: 

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**



## SWORN STATEMENT ON PUBLIC ENTITY CRIME

Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crime

THIS 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 Levy County Procurement Department  
By Justin Becker / Project Manager  
(Print this individuals name and title)  
For D3S Steel, Inc.  
(Print name of entity submitting statements)

Whose business address is 19450 SW 5<sup>th</sup> PL, Dunnellon, FL 34431  
and if applicable whose Federal Employer Identification Number (FEIN) is 46-4473608.

If the entity has no FEIN, include Social Security Number of the individual signing this Sworn Statement:

N/A

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of 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 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 an arm's length agreement, shall be a prima facie case that one 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 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, 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 a relation to the entity submitting this sworn statement. (Please 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one 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 within the past 36 months AND (Please indicate which additional statement applies).

The entity submitting the sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, 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 within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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 AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]  
(Signature)

State of Florida

County of Levy

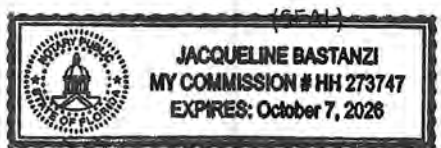
Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 22 day of July, 2022, by Justin Becker (name), as Project manager (title) for D+S Steel (name of bidder) Personally known  OR Produced Identification  FLDL # Baw0428914270 (type of identification).

[Signature]  
(Signature) Notary Public

Jacqueline Bastanzi

(Printed, typed or stamped commissioned name of notary public)

My Commission expires 10/07/26



**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

NON-COLLUSION AFFIDAVIT

I, Justin Becker of the County of Marion

According to law on my oath, and under penalty of perjury, depose and say that:

- 1. I am Justin Becker of the firm of D S Steel, Inc. providing that I executed the said bid with full authority to do so.
- 2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;
- 3. The statements contained in this affidavit are true and correct, and made with full knowledge that Levy County relies upon the truth of the statements contained in this affidavit in awarding contracts for any services resulting from this ITB for said project.

[Signature]  
(Signature of Proposer Representative)

7/22/2022  
(Date)

State of Florida  
County of Levy

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 22 day of July, 2022, by Justin Becker (name), as Project Manager (title) for D+S Steel (name of bidder) Personally known  OR Produced Identification  FLDL-13260428914270 (type of identification).

[Signature]

(Signature) Notary Public  
Jacqueline Bastanzi

(Printed, typed or stamped commissioned name of notary public)

My Commission expires 10/07/26

(SEAL)



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**BID SIGNATURE FORM**

The undersigned attests to his/her authority to submit this bid and to bind the entity/firm herein named to perform in accordance with an agreement entered into with the County, if the entity/firm is awarded the agreement by the County. The undersigned further certifies that he/she has read the entire Invitation to Bid package, and any other documentation relating to the Invitation to Bid, and that this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein, and that the prices bid herein are guaranteed for a period of ninety (90) days following the due date for bids.

Type of Organization (please check one):

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- JOINT VENTURE
- LLC

Firm Name: D 3 S Steel, Inc.  
Home Office Address: 19450 SW 5th Pl  
City, State, Zip: Dunnellon, FL 34431  
Address (Servicing Levy County if Different from Above): \_\_\_\_\_

Name/Title of Levy County Representative: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Is Bidder a small or minority business, women's business enterprise, or labor surplus area firm?  Yes  No

As addenda are considered binding as if contained in the original Invitation to Bid, it is critical each Bidder acknowledge receipt of same. The submittal may be considered void if receipt of addendum is not acknowledged.

Receipt of Addenda Acknowledged:

Addendum No. _____	Dated <u>N/A</u>	Signature <u>[Signature]</u>
Addendum No. _____	Dated _____	Signature _____
Addendum No. _____	Dated _____	Signature _____
Addendum No. _____	Dated _____	Signature _____

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Section 287.087, Florida Statutes hereby certifies that the Bidder

D<sup>3</sup>S Steel, Inc. (name of firm or individual) does:

1. Publish a statement notifying employees that the unlawful manufacture, distributions, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Name of Bidder: Justin Becker  
Signature: *Justin Becker*  
Title: Project Manager  
Date: 7/22/2022

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

### CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All bidders must disclose whether any officer, partner, director or proprietor is the spouse or child of one of the members of the Board of County Commissioners. All bidders must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches or affiliates. All bidders must also disclose the name of any employee, agent lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to this ITB. All bidders are also required to include a disclosure statement of any potential conflict of interest that the bidder may have due to other clients, contracts, or interest associated with the performance of services under this ITB and any resulting agreement. Use additional sheets if necessary.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

\_\_\_\_\_

Names of Officer, Partner, Director or Proprietor who is spouse or child of Board Member:

\_\_\_\_\_

Names of County Officer or Employee that owns five percent (5%) or more in Bidders Firm:

\_\_\_\_\_

Names of applicable person(s) who have received compensation:

\_\_\_\_\_

Description of potential conflict(s) with other clients, contracts or interests:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

None of the above applicable:

Signature: Justin Becker

Printed Name: Justin Becker

Bidder Name: D.S. Steel, Inc.

Date: 7/22/2022

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**



VENDOR INFORMATION FORM

DATE: 7/22/2022

COMPANY NAME: D S Steel, Inc

PHYSICAL ADDRESS: 19450 SW 5th PL

MAILING ADDRESS: same

CITY: Dunnellon STATE: FL ZIP: 34431

TELEPHONE NUMBER: (352) 489-8791

FAX NUMBER: (352) 489-8426

TOLL FREE NUMBER: N/A

EMAIL: jb.dssteel@gmail.com

FEID NUMBER: 46-4473608 OR SSN: \_\_\_\_\_

CONTACT PERSON: Justin Becker

TITLE: Project Manager

CONTACT NUMBER: (352) 489-8791

\*\*\*\*\*

The information requested above is necessary to update our files or to add your name to the County's vendor list. You are a vital part of the operation of Levy County and we want to thank you for your support. The information on this form will allow us to pay you for the goods and/or services we have received in a timely manner and give us the ability to contact the necessary person in case there is a problem or question in processing.

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL



# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**D&S Steel, Inc**

2 Business name/disregarded entity name, if different from above

**D&S Steel, Inc.**

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  
 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) ▶ \_\_\_\_\_
- C Corporation     S Corporation     Partnership     Trust/estate

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.

**19450 SW 5th Place**

6 City, state, and ZIP code

**Dunnellon, FL 34431**

7 List account number(s) here (optional)

Requester's name and address (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.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

4	6	-	4	4	7	3	6	0	8
---	---	---	---	---	---	---	---	---	---

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.

## Part II Certification

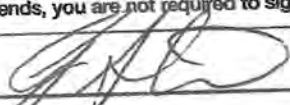
Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶



Date ▶ 2/19/21

## 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](http://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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/18/2021

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).

<b>PRODUCER</b> Great Florida Insurance Plantation 8320 W. Sunrise Blvd. Suite 114  Plantation FL 33322		<b>CONTACT NAME:</b> Charlie C. Heer <b>PHONE (A/C, No, Ext):</b> (954) 473-4110 <b>E-MAIL ADDRESS:</b> charlie.heer@greatflorida.com <b>FAX (A/C, No):</b>																						
<b>INSURED</b> D & S Steel Inc 19450 SW 5th Pl  Dunellon FL 34431		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Mid-Continent Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER B:</td> <td>Progressive Express Insurance Co.</td> <td>10193</td> </tr> <tr> <td>INSURER C:</td> <td>Evanston/Markel</td> <td>35378</td> </tr> <tr> <td>INSURER D:</td> <td>State National Insurance Company</td> <td>12831</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Mid-Continent Insurance Company	41297	INSURER B:	Progressive Express Insurance Co.	10193	INSURER C:	Evanston/Markel	35378	INSURER D:	State National Insurance Company	12831	INSURER E:			INSURER F:		
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### COVERAGES

CERTIFICATE NUMBER:

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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	CPS7208196	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	023307750	07/02/2021	07/02/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 UM \$ 1,000,000 CSL
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3027144	07/02/2021	08/02/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NXTBUN981W-00-WC	11/03/2020	11/03/2021	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

St. Johns River Water Management District Palm Bay Service Center 525 Community College Parkway, SE Palm Bay FL 32909	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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Department of State / Division of Corporations / Search Records / Search by Entity Name /

### Detail by Entity Name

Florida Profit Corporation  
D & S STEEL, INC.

Filing Information

<b>Document Number</b>	P14000000612
<b>FEI/EIN Number</b>	46-4473608
<b>Date Filed</b>	01/02/2014
<b>Effective Date</b>	01/01/2014
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	02/04/2019
<b>Event Effective Date</b>	NONE

Principal Address

19450 SW 5TH PL  
DUNNELLON, FL 34431

Mailing Address

19450 SW 5TH PL  
DUNNELLON, FL 34431

Registered Agent Name & Address

STANCIL, JUSTIN. D.  
19450 SW 5TH PLACE  
DUNNELLON, FL 34431

Name Changed: 02/04/2019

Address Changed: 02/04/2019

Officer/Director Detail

**Name & Address**

Title P

STANCIL, JUSTIN D.  
19450 SW 5TH PLACE  
DUNNELLON, FL 34431

Annual Reports

Report Year	Filed Date
-------------	------------

<u>Report Year</u>	<u>Filing Date</u>
2019	04/18/2019
2020	04/30/2020
2021	02/23/2021

**Document Images**

<a href="#">02/23/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/18/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/04/2019 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/08/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/14/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/02/2014 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>

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## PART 3 – FORM OF CONTRACT

### AGREEMENT FOR DEVIL'S HAMMOCK WILDLIFE MANAGEMENT AREA HUNTER CHECK STATION SERVICES

**CONTRACT ID: 2022-016**

This Agreement is entered into between **LEVY COUNTY**, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (the "County") and **((insert name of contractor))** (the "Contractor") on ((insert month and day)), 2022 (the "Effective Date").

#### **RECITALS:**

WHEREAS, on ((insert month and day)), 2022, County issued Invitation to Bid No. 2022-016 for the services described in Article 2 below (the "ITB") in accordance with applicable procurement policies and procedures;

WHEREAS, Contractor submitted a bid in response to the ITB and was selected by County to provide the services; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

#### **ARTICLE 1 – INCORPORATION OF DOCUMENTS**

The ITB consisting ((insert number)) pages, addenda dated ((insert dates for all addenda)), 2022 (the "Addenda") and the bid submitted by Contractor dated ((insert month and day)) 2022 (the "Bid"), all of which are on file in the County Procurement Department, are made a part of this Agreement. In the event of any conflict, the documents will be given precedence in the following order: (1) this Agreement; (2) the Addenda; (3) the ITB; and (4) the Bid.

#### **ARTICLE 2 –SCOPE OF SERVICES**

2.1 The Project consists of providing hunter check station operation services for the Devil's Hammock Wildlife Management Area check station. Contractor shall man the hunter check station during the archery season (September through October) – 14 days, family hunt season (October) – 4 days, muzzle loading gun season (October) – 3 days, general gun (November) – 9 days and spring turkey (March) – 11 days. Operation of the check station for each season requires only one (1) operator.

2.2 The Project consists of the following **Scope of Services:**

2.2.1 Arrive 1-1/2 hours before sunrise and stay until all hunters have returned or 1-1/2 hours after sunset.

2.2.2 Contractor will operate the check station until all hunters for the day have checked back in at the check station or unless dismissed by the County Parks & Recreation department or Florida Fish and Wildlife Conservation Commission ("FWC").

- 2.2.3 Contractor shall train operators in check station operations. Contractor shall also provide supplies needed for the check station, such as recordkeeping forms or personal items.
- 2.2.4 Contractor shall check hunters in who wish to hunt on the property by checking for quota permits, hunting licenses, picture ID and collecting a contact cell phone number. Hunter information shall be entered into a logbook: Name, Address and County of residence along with a contact cell phone number(s) in case of a missing hunter at the end of the days hunt.
- 2.2.5 Contractor shall provide recorded data on all harvested game for each season such as games sex, weight, number of points, beard length, horn length, date and time along with the hunter's information. A written report shall be submitted at the end of each hunt with a billing invoice to the Levy County Parks & Recreation Department.
- 2.2.6 Contractor shall be kind and courteous to the public, be available to provide information about the hunts and answer questions. Contractor shall cooperate with FWC Officers at the check station and shall contact FWC about any hunter who fails to return after a hunt day has ended.

### **ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES**

- 3.1 Contractor shall perform the Scope of Services in strict accordance with the provisions of this Agreement.
- 3.2 Contractor agrees that, to the best of its ability, the key personnel identified in the Bid (if any) will be retained by Contractor throughout the term of this Agreement. If Contractor is unable to retain any of the key personnel identified in its Bid, it shall provide prompt notice including the names and qualifications of the replacement personnel to County.
- 3.3 Contractor shall obtain and maintain throughout the term of this Agreement, all licenses and permits required by law.
- 3.4 Contractor shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to performance of this Agreement.
- 3.5 As required by 119.0701, Florida Statutes, the following notice is given regarding the Contractor's duty to comply with Florida's public records laws (Chapter 119, Florida Statutes), as the same may be amended. Failure to comply shall constitute a breach of this Agreement. Specifically, but not by way limitation, Contractor shall:
  - (i) Keep and maintain public records required by County to perform the services;
  - (ii) Upon request from 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;
  - (iii) 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 term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to County; and

(iv) Upon completion of this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers all public records to County upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon requests from County's custodian of public records, in a format that is compatible with the information technology systems of County.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TELEPHONE: (352) 486-5218**  
**EMAIL: LEVYBOCC@LEVYCOUNTY.ORG**  
**MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621**

- 3.6 If an owner, except a stockholder in publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that work on the project, by the offender or predator, is consistent with his/her probation requirements.

**ARTICLE 4 – COUNTY'S RESPONSIBILITIES**

- 4.1 The County will provide and maintain the check station facilities, including the provision of portable toilets, and will close the back gate on Andrew Grade the night before each hunt starts.

**ARTICLE 5 – TERM/TERMINATION**

- 5.1 The term of this Agreement shall begin on the Effective Date and continue for a three (3) year period. Upon written notice from the County to the Contractor, this Agreement may be extended at the end of the initial 3 year term for up to three additional 1 year terms.
- 5.2 This Agreement may be terminated by County without cause upon no less than thirty (30) calendar days advance written notice to Contractor. This Agreement may be terminated by the County for cause upon no less than ten (10) calendar days advance written notice to Contractor, which notice specifies the cause of termination and allows the Contractor a reasonable period in which to cure the cause of termination. This Agreement may be immediately terminated by the County in the following circumstances: funds necessary to pay for the Contractor's services are no longer available, the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Contractor fails to comply with Florida's public records laws.

- 5.3 In the event of termination, Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, reports, and other work product prepared by Contractor (if applicable) shall become the property of County and shall be delivered by Contractor to County immediately upon the effective date of termination.
- 5.4 Notwithstanding the foregoing, the Contractor shall not be relieved of liability for damages sustained by the County from breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

#### **ARTICLE 6 – PAYMENT**

- 6.1 The Contractor agrees to provide the Services to the County, including materials and labor, for a total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as full compensation for this Agreement.
- 6.2 Contractor shall submit an invoice to the Levy County Parks and Recreation Department upon the completion of services for each hunting season. The invoice shall indicate that all services have been completed for that invoice period. The final invoice for the year must be accompanied by the Final Report required in the Scope of Services.
- 6.3 Invoices received from the Contractor pursuant to this Agreement will be reviewed by the County Department. Contractor agrees to provide the County with any additional documentation requested to document the services and/or process the invoices. If Services have been rendered in conformity with this Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement.
- 6.4 Invoices will be paid in accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes.)
- 6.5 The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

#### **ARTICLE 7 – STANDARDS AND CORRECTIONS**

- 7.1 Contractor shall perform or furnish to County all services to a level of technical skill, ability, and diligence as required for professionals having the level of skill, expertise and specialized knowledge, as represented to the County, both orally and in writing, to be possessed by Contractor, all in accordance with this Agreement and with generally accepted standards of professional practice and with the laws, statutes, ordinances, codes, rules and regulations governing Contractor's profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Contractor.
- 7.2 Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any subconsultant or subcontractor engaged by Contractor under this Agreement. The foregoing shall be construed as an independent duty to correct rather than



a waiver of County's rights under any applicable statutes of limitations. County review of, approval of, acceptance of, or payment for any of Contractor's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement or cause of action County may have arising out of the performance of this Agreement. The provisions of this section shall survive the termination of this Agreement.

**ARTICLE 8 – COUNTY PROPERTY**

All documents, data, studies, reports, and other work product prepared by Contractor (if applicable) shall become the property of County and shall be delivered by Contractor to County without restriction or limitation as to use. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

**ARTICLE 9 – NOTICES**

Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator

P.O. Box 310

Bronson, FL 32621

If to Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ARTICLE 10 – NO CONTINGENT FEES**

Contractor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for 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 breach or violation of this provision, County may terminate this Agreement without liability and deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 11 – NO ASSIGNMENT**

- 11.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without prior written consent of County.
- 11.2 Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County. The County reserves the approve or reject any subcontractor or subconsultant and to evaluate/inspect any subcontractors in order to determine the ability of the subcontractor or subconsultant. The County's approval of a subcontractor or subconsultant shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

**ARTICLE 12 - INDEMNIFICATION**

- 12.1 The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.
- 12.2 The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.
- 12.3 This Article shall survive termination of this Agreement.

#### **ARTICLE 13 - INSURANCE**

Prior to entering into an agreement with the County, Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law.

In addition, for those policies that are allowed by law to carry an additional named insured, Contractor will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expirations dates, terms of policies and all endorsements, and shall include the ITB/Project Name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Contractor. Said insurance coverages procured by Contractor as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

Coverages and limits for required insurance is as follows:

- A. Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- B. Public Liability Insurance: Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$300,000 minimum.
- C. Commercial General Liability – Occurrence Form Required: Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operation, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.
- D. Professional Liability (Errors & Omissions including Data Breach Coverage): Contractor shall carry Professional Liability coverage for it and its employees that has a per occurrence limit of not less than one million (\$1,000,000) dollars.
- E. Commercial Automobile Liability Insurance: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.

#### **ARTICLE 14 - CONTACT PERSON(S)**

Upon written request of Contractor, the County Coordinator shall designate one or more County employee(s) to serve as a point of contact for the day-to-day performance of this Agreement.

#### **ARTICLE 15 - SEVERABILITY**

In the event that a court having appropriate jurisdiction deems any provision of this Agreement invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

#### **ARTICLE 16 - GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL/SOVEREIGN IMMUNITY**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the

event it becomes necessary for the County file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

#### **ARTICLE 17 - INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 18 - THIRD PARTY BENEFICIARIES**

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

#### **ARTICLE 19 – MISCELLANEOUS PROVISIONS**

- 19.1 Pursuant to Section 215.4725, Florida Statutes, contracting with any entity listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Any contract for goods or services of One Million Dollars (\$1,000,000) or more may be terminated at the County's option if it is discovered that the Contractor submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- 19.2 As required by Section 287.133(3)(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, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, 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, Bids, or replies on leases or 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
- 19.3 If it is discovered that Contractor provided false statements in the Non-Collusion Affidavit submitted with its Bid, or it is discovered that collusion existed between Contractor and any other proposers or parties, the responses of all participants in such collusion will be rejected

and/or this Agreement terminated and no participants in the collusion will be considered in future procurement processes.

19.4 The Contractor must comply, as applicable, with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Florida Civil Rights Act, and Levy County Resolution 2011-59, and other laws that prohibit harassment and discrimination, all as the same may be amended. Specifically, but not by way of limitation, the Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics, pregnancy or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status. Contractor agrees to post notice in a conspicuous place, available to employees and applicants for employment, setting forth the provision of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status.
- County may require Contractor to submit reports, and permit the County access to Contractor's books, records, accounts and other sources of information and its facilities, as may be reasonably necessary to determine Contractor's compliance with laws that prohibit harassment and discrimination.

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

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

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

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

19.7 Contractor agrees to comply with the requirements of Section 448.095(2), Florida Statutes, by using the E-Verify system to verify the work authorization status of newly hired employees and will require the same of any of its subcontractors.

## **ARTICLE 20 – ENTIRE AGREEMENT; SEVERABILITY; AUTHORITY**

This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought. If any term or condition of this Agreement is deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof. The person signing this Agreement represents and warrants that he or she is duly authorized and to execute and deliver this Agreement on behalf of the Contractor. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the Effective Date.

BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA

\_\_\_\_\_, Chair

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

ATTEST: Danny Shipp, Clerk of the  
Circuit Court and Ex-Officio Clerk of  
the Board of County Commissioners

\_\_\_\_\_  
Danny Shipp, Clerk

Approved as to form and legal  
sufficiency

\_\_\_\_\_  
Nicolle M. Shalley, County Attorney

\_\_\_\_\_  
By: \_\_\_\_\_

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

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

ATTEST/WITNESS

\_\_\_\_\_  
Secretary of Corporation