

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/16/2023

Contract/Lease Control #: C23-3304-BCC

Procurement#: RFP BCC 24-23

Contract/Lease Type: AGREEMENT

Award To/Lessee: THOMAS P. MILLER & ASSOCIATES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/14/2023

Expiration Date: 03/13/2024

Description of: ATTAINABLE WORKFORCE HOUSING STRATEGIC PLAN

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: BCC RECORDS



Board of County Commissioners Purchasing Department

State of Florida

Date: February 24, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFQ BCC 24-23

Attainable Workforce Housing Strategic Plan

Okaloosa County would like to thank all businesses, which submitted proposals for Attainable Workforce Housing Strategic Plan. (RFQ BCC 24-23)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Thomas P. Miller & Associates, LLC
1630 N. Meridian Street, Suite 350
Indianapolis, IN 46202

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

DeRita Mason
Purchasing Manager

023-3304-B CC

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

3-18-2024

485723

Procurement/Contract/Lease Number: T30 Tracking Number: 485723

Procurement/Contractor/Lessee Name: Thomas Miller & Associates Grant Funded: YES NO

Purpose: Attainable Workforce Housing Strategic Plan

Date/Term: 1 year 1. GREATER THAN \$100,000

Department #: _____ 2. GREATER THAN \$50,000

Account #: _____ 3. \$50,000 OR LESS

Amount: \$92,697.00

Department: BCC Dept. Monitor Name: Hofstad

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 3-3-23

Purchasing Manager or designee: _____ DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: see email attached Name: LATFC

Grants Coordinator: _____ Suzanne Ulloa Date: 3-3-23

Risk Management Review

Approved as written: see email attached Date: 3-3-23

Risk Manager or designee: _____ Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 3-2-23

County Attorney: _____ Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Suzanne Ulloa
Sent: Monday, March 6, 2023 2:14 PM
To: DeRita Mason
Subject: RE: LATFC Grant / Attachment F
Attachments: GRANT AGR OnBase Award LACTD_Redacted.pdf

Yes, approved with this language added, AND THE ATTACHED GRANT AGREEMENT under "F" - I did not see this in Shelia's edited version. I'm also unsure of what the second blank is for, percentage of funding is my best guess.

Grant or Agreement Requirements. The County is in receipt of a grant or agreement identified as Local Assistance and Tribal Consistency Fund FAIN LATFCO09791555 to Okaloosa County, FL (attached as Attachment "F" and incorporated herein by reference) with 100% of (?) which shall be funding some or all of the Services to be provided under this Agreement. Contractor agrees to adhere to all of the requirements of the Grant or Agreement.

I didn't see this in the final version you sent, thanks.

Suzanne Ulloa

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



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, March 6, 2023 1:05 PM
To: Jane Evans <jevans@myokaloosa.com>; Suzanne Ulloa <sulloa@myokaloosa.com>
Subject: RE: LATFC Grant / Attachment F

Suzanne, once I add this and the grant agreement is it good go.

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, March 6, 2023 2:00 PM
To: Suzanne Ulloa; DeRita Mason; Sheila Fitzgerald; Jane Evans
Cc: Lynn Hoshihara
Subject: RE: LATFC Grant / Attachment F

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: Suzanne Ulloa <sulloa@myokaloosa.com>
Sent: Monday, March 6, 2023 2:57 PM
To: DeRita Mason <dmason@myokaloosa.com>; Sheila Fitzgerald <sfitzgerald@myokaloosa.com>; Jane Evans <jevans@myokaloosa.com>
Cc: Parsons, Kerry <KParsons@ngn-tally.com>; lhoshihara@myokaloosa.com
Subject: RE: LATFC Grant / Attachment F

Changes highlighted here in TRACK CHANGES mode to make review easier.

Suzanne Ulloa

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

From: Karen Donaldson
Sent: Friday, March 3, 2023 2:01 PM
To: DeRita Mason
Cc: Jacqueline Matichuk
Subject: RE: TPM Contract

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Risk Manager
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.689.5978 / 850.585.8915 Cell
KDonaldson@myokaloosa.com



For all things Wellness please visit:

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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, March 3, 2023 11:50 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: TPM Contract
Importance: High

Good morning,

Please review and approve the attached. The department is attempting to get this on the next board meeting. With that being said, I would need to send to the vendor no later than Monday morning.

Request for Taxpayer Identification Number and Certification

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

Go to 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.
Thomas P. Miller and Associates, LLC

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1630 N. Meridian St., Suite 330

6 City, state, and ZIP code
Indianapolis, Indiana 46202

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

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

3	0	-	0	0	2	5	2	0	1
---	---	---	---	---	---	---	---	---	---

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 ▶ *Thomas P. Miller* Date ▶ **1/1/2023**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

THOMAS P MILLER & ASSOCIATES LLC

Unique Entity ID J5MMB3EN61G3	CAGE / NCAGE 5FVB6	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 10, 2024	
Physical Address 1630 N Meridian ST STE 330 Indianapolis, Indiana 46202-1437 United States	Mailing Address 1630 N Meridian ST STE 430 Indianapolis, Indiana 46202-1437 United States	

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Indiana 07	State / Country of Incorporation Indiana / United States	URL http://www.tpma-inc.com

Registration Dates

Activation Date Feb 3, 2023	Submission Date Jan 10, 2023	Initial Registration Date May 5, 2009
---------------------------------------	--	---

Entity Dates

Entity Start Date Jan 14, 2002	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure	Entity Type	Organization Factors
------------------	-------------	----------------------

Socio-Economic Types**Self Certified Small Disadvantaged Business**

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

5FVB6

Electronic Business

☺

Dustin Miller**1630 N Meridian
Indianapolis, Indiana 46202
United States**

Jonathan Faris

1630 N Meridian
Suite 430
Indianapolis, Indiana 46202
United States

Government Business

☺

Dustin Miller**1630 N Meridian
Indianapolis, Indiana 46202
United States**

Jonathan Faris

1630 N Meridian
Suite 430
Indianapolis, Indiana 46202
United States

Past Performance

☺

THOMAS P. MILLER MILLER**1630 N Meridian
Suite 430
Indianapolis, Indiana 46202
United States**

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541611	Administrative Management And General Management Consulting Services
	541612	Human Resources Consulting Services
	541613	Marketing Consulting Services
	541910	Marketing Research And Public Opinion Polling
	561110	Office Administrative Services

Product and Service Codes

PSC	PSC Name
R431	Support- Professional: Human Resources

This entity does not appear in the disaster response registry.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
THOMAS P. MILLER & ASSOCIATES, LLC

Filing Information

Document Number M20000011001
FEI/EIN Number 30-0025201
Date Filed 12/02/2020
State IN
Status ACTIVE

Principal Address

7901 4 ST N STE 300
ST PETERSBURG, FL 33702

Mailing Address

6650 Rivers Ave
Ste 100
Charleston, SC 29406

Changed: 02/26/2021

Registered Agent Name & Address

REGISTERED AGENTS INC.
7901 4 ST N STE 300
ST PETERSBURG, FL 33702

Name Changed: 02/26/2021

Authorized Person(s) Detail

Name & Address

Title MBR

MILLER, THOMAS
7901 4 ST N STE 300
ST PETERSBURG, FL 33702

Annual Reports

Report Year	Filed Date
2021	02/26/2021
2022	03/01/2022

Document Images

03/01/2022 -- ANNUAL REPORT	View image in PDF format
02/26/2021 -- ANNUAL REPORT	View image in PDF format
12/02/2020 -- Foreign Limited	View image in PDF format



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2023

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

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

PRODUCER Ellinger Riggs Insurance 170 Airport Parkway Suite B Greenwood IN 46143	CONTACT NAME: Bev Polanco	PHONE (A/C, No, Ext): (317) 881-5534	FAX (A/C, No): (317) 881-5374
	E-MAIL ADDRESS: bpolanco@ellingerriggs.com		
INSURED Thomas P Miller & Associates LLC 1630 N Meridian St Ste 430 Indianapolis IN 46202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Insurance Group		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: Thomas P 23/24

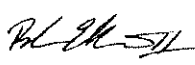
REVISION NUMBER:

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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	36WBCAS0UAP	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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**

Okaloosa County 5479A Old Bethel Road Crestview FL 32536	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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03/03/2023

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PRODUCER Ellinger Riggs Insurance 170 Airport Parkway Suite B Greenwood IN 46143	CONTACT NAME: Bev Polanco PHONE (A/C No, Ext): (317) 881-5534 E-MAIL ADDRESS: bpolanco@ellingerriggs.com	FAX (A/C, No): (317) 881-5374
	INSURER(S) AFFORDING COVERAGE	
INSURED Thomas P Miller & Associates LLC 1630 N Meridian St Ste 430 Indianapolis IN 46202	INSURER A: Hartford Insurance Group	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Thomas P 23/24 **REVISION NUMBER:**


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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	36WBCAS0UAP	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

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CERTIFICATE OF LIABILITY INSURANCE

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3/8/2023

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.

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PRODUCER Insureon, Division of Specialty Program Group LLC / DBA SPG Insurance Solutions LLC In CA 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	CONTACT NAME: PHONE (A/C, No, Ext): (844) 387-3238 FAX (A/C, No): 312-690-4123 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Indemnity Insurance Company 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Thomas P. Miller & Associates 1630 N MERIDIAN ST, Suite 430, Indianapolis, IN, 46202	

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors and Omissions)			PHSD1765769	2/12/2023	2/12/2024	Occurrence/Aggregate \$2,000,000 / \$2,000,000

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

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	CANCELLATION 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2023

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

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

PRODUCER State Farm BRADLE INSURANCE AND FINANCE SERVICES, INC 9757 WESTPOINT DR STE 300 INDIANAPOLIS IN 46256	CONTACT NAME: LAUREN MCINTIRE PHONE (A/C, No, Ext): 317-288-2944 FAX (A/C, No): 317-288-2973 E-MAIL ADDRESS: LAUREN.MCINTIRE.EFS5@STATEFARM.COM																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER B:</td> <td>State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm Mutual Automobile Insurance Company	25178	INSURER B:	State Farm Fire and Casualty Company	25143	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURED THOMAS P MILLER AND ASSOCIATES LLC 1630 N MERIDIAN ST STE 430 INDIANAPOLIS IN 46202																					

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	94-C6-J120-1	03/21/2020	03/21/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			397 8239-C28-14Q	09/28/2017	06/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			94-LG-8529-8	04/24/2007	04/24/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER ACTS AS ADDITIONAL INSURED
 ADDITIONAL INSURED WILL BE PROVIDED WITH NOTICE OF ANY CANCELLATIONS, REDUCTIONS OR RESTRICTIONS

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview FL 32536	CANCELLATION 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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CONTRACT: C23-3304-BCC
THOMAS P. MILLER & ASSOCIATES, LLC
ATTAINABLE WORKFORCE HOUSING
STRATEGIC PLAN
EXPIRES: 03/13/2024

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND THOMAS P. MILLER AND ASSOCIATES, LLC
CONTRACT ID C23-3304-BCC
(Federal Funding)

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 14th, day of March, 2023, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Thomas P. Miller and Associates, a Foreign Limited Liability Company authorized to do business in the State of Florida, whose address is 1630 N. Meridian St., Suite 330, Indianapolis, IN 46202 (hereinafter referred to as “Contractor”) whose Federal I.D. # is 30-8945508.

RECITALS

WHEREAS, the County is in need of a contractor for the development of an Attainable Workforce Housing Strategic Plan (“Services”); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of ninety-two thousand, six hundred ninety-seven Dollars (\$ 92,697.00), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – Procurement RFP BCC 24-23 and Contractor’s Response;

Attachment “B” – Insurance Requirements;

Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment “D” – Scrutinized Companies Certification;

Attachment “E” – Grant or Agreement Local Assistance and Tribal Consistency Fund FAIN LATCFCO09791555 to Okaloosa County, FL



2. Services. Contractor agrees to perform the following services, Attainable Workforce Housing Strategic Plan. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Contractor will provide a final scope of work and communication plan "Work Plan" at the conclusion of Task 1: Project Launch and no later than April 11, 2023 which will be incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. This Agreement shall begin when all parties have signed. All preliminary written deliverables shall be completed and delivered to the County within six (6) months of contract start date. The term shall continue for an additional six (6) months from deliver to allow for final deliverables and presentations from the vendor. This agreement may be extended upon mutual consent and amendment by both parties.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of ninety-two thousand, six hundred ninety-seven Dollars (\$ 92,697.00).

- a. Contractor shall submit an invoice to the County monthly. The invoice shall detail all services provided and indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor



with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.



- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the



duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

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

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:



If to the County:	John Hofstad, County Administrator 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 jhofstad@myokaloosa.com 850-651-7515	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Thomas P. Miller and Associates, LLC Wendy Brewer, Senior Manager 1630 N. Meridian St., Suite 330 Indianapolis, IN 46202 wbrewer@tpma-inc.com 740-350-5880	

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".



b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

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

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



16. Procurement of Recovered Materials. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

17. Debarment and Suspension. Contractor as part of the procurement response, Attachment "A" has submitted to the County a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.



18. Minority/Women's Business Enterprises. Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

19. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

20. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

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

22. 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.

23. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses



(including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

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

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

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

25. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement



as Attachment “D”. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County’s determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

26. Special Conditions – Additional Federal Requirements. As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment “E” and incorporated herein by reference.

Grant or Agreement Requirements. The County is in receipt of a grant or agreement identified as Local Assistance and Tribal Consistency Fund FAIN LATCF009791555 to Okaloosa County, FL (attached as Attachment “E” and incorporated herein by reference) with 100% of funding which shall be funding some or all of the Services to be provided under this Agreement. Contractor agrees to adhere to all of the requirements of the Grant or Agreement.

27. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

28. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

29. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

30. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

THOMAS P. MILLER & ASSOCIATES, INC.:

Thomas P. Miller
Signature

TITLE: President & CEO

Thomas P. Miller
Print Name

J.D. Peacock II
J.D. Peacock II, Clerk of Courts

OKALOOSA COUNTY, FLORIDA

BY: Robert A. "Trey" Goodwin III
Robert A. "Trey" Goodwin III, Chairman





Attachment "A"



REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
Attainable Workforce Housing Strategic Plan

RFP NUMBER:
RFP BCC 24-23

ISSUE DATE:	January 9, 2023		
LAST DAY FOR QUESTIONS:	January 20, 2023	@	3:00 PM
ITB OPENING DATE & TIME:	February 9, 2023	@	3:00 PM

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Thomas P. Miller and Associates, LLC

MAILING ADDRESS 1630 N. Meridian Street, Suite 330

CITY, STATE, ZIP Indianapolis, IN, 46202

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 30-894-5508

TELEPHONE NUMBER: 740-350-5880 EXT: _____ FAX: 317-894-5370

EMAIL: wbrewer@tpma-inc.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: *Wendy Brewer* PRINTED NAME: Wendy Brewer

TITLE: Senior Manager DATE: February 2, 2022

**Attainable Workforce Housing Strategic Plan
RFP BCC 24-23**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) February 9, 2023** for **Attainable Workforce Housing Strategic Plan**.

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST February 9, 2023**, at which time all proposals that are timely submitted will be opened and reviewed.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

For this solicitation please contact:
DeRita Mason
Sr. Contracts and Lease Coordinator
850-689-5960
dmason@myokaloosa.com

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
ROBERT A. "TREY" GOODWIN,
III, CHAIRMAN

PROPOSAL REQUIREMENTS

PROPOSAL #: RFP BCC 24-23

PROPOSAL ITEM: ATTAINABLE WORKFORCE HOUSING STRATEGIC PLAN

1) INTRODUCTION

The Board of County Commissioners of Okaloosa County, Florida, on behalf of the Affordable Housing Advisory Committee (AHAC) and participating municipalities, seeks the services of a qualified individual or firm (herein after “Contractor”) to perform complex statistical, social, and economic research and analyses to develop a County-wide Comprehensive Attainable Workforce Housing Strategic Plan (Plan) that will detail the number and type of housing units needed (both owner-occupied and rental) and outline regulatory, programmatic, and financial recommendations that seek to: promote development, preservation, and access to housing priced in a range that can be attained by households with modest means, including Okaloosa County's workforce. Plan development shall be led by the County, who will act as the Plan’s primary administrative and management entity.

The purpose of this Request for Proposals (“RFP”) is to solicit sealed proposals to establish a contract through competitive procurement for the services described in these specifications. These specifications provide information concerning the objectives, scope, general methodology, conduct of services, and instructions for submitting a proposal. All provisions of these specifications and instructions will be part of the contract executed by the County and the contractor, unless otherwise expressly provided in the contract.

Time is of the essence. Once the highest-ranked proposal is determined, the County will seek to negotiate and award a contract as soon as practical.

2) OVERVIEW

- a) Okaloosa County, Florida has a population of approximately 213,255 and is located in the northwest panhandle of Florida. According to Census Data, the most common employment sectors among those who reside in Okaloosa County are Accommodation and Food Services, Retail Trade, and Health Care & Social Assistance. Many jobs within these sectors are seasonal, and tend to be at the lower end of the wage scale. Conversely, the Census Data also indicate that Okaloosa County has an unusually high number of people employed in the fields of Architecture and Engineering, which are among the more highly paid occupations. Finally, Okaloosa County is home to Eglin Air Force Base and Hurlburt Field and numerous military commands which support more than 300 defense related businesses. As many service personnel live off base, Okaloosa County’s housing market is heavily influenced by the military and supporting industries.
- b) A rapidly-growing and high-cost community, Okaloosa County is facing a shortage in attainable housing for its residents. As indicated by high prices and rents, there is an unmet demand for housing as supply has not kept up with demand. This is a growing problem that is projected to escalate in coming years due to anticipated growth in military missions stationed at the Eglin Reservation, the influx of new residents who do not need to wait until retirement to come to Florida due to the advent of “zoom towns” and tele-working, and the general attractiveness of Florida due to its generally relaxed regulatory climate and lack of state income tax.

While the County has implemented several measures to promote the availability of attainable housing, including regulatory incentives, lack of impact fees, and participation in state and federal housing programs (primarily State Housing Initiatives Partnership and Neighborhood Stabilization programs), no studies have been conducted by Okaloosa County to quantify their effectiveness. It is desired that a Contractor will undertake the appropriate research and analysis of data and develop a comprehensive plan of actions, strategies and timelines toward

specific goals to provide a year by year framework for increasing the County's long-term attainable housing inventory. The primary audience for the Plan will be the general public, County leadership and staff, municipalities within the County, community service providers, attainable housing partners, and developers. The plan should consider the diverse continuum of housing needs in the community from shelter beds, supportive and transitional housing, workforce housing, homeownership, rehabilitation, and older residents desiring to age in place.

- c) A comprehensive attainable housing strategic plan could include one or more of the following: review existing and pending projects; propose new housing and infrastructure projects, including on County-owned or acquired land; identify potential funding options; revise existing housing regulations and incentives; and provide an assessment of proposed ideas including but not limited to expanding current attainable housing programs and appropriations; reservation of infrastructure capacity; and establishing a housing development corporation or similar entity.
- d) The selected Contractor will lead a process to identify resources and strategies for innovative solutions and collaboration. The final product will be designed and presented in a way easily accessible to the public with plain language and clear supporting graphics and visual elements. Deliverables will include specifically defined strategic tools and action steps to meet community needs.
- e) The overall goal for the plan should be making housing attainable for households across Okaloosa County's employment spectrum.

3) BACKGROUND

The cost of housing in Okaloosa County has gone up significantly due to a number of factors including the cost of land that has dramatically increased over the past few years, material shortages caused by supply chain and production interruptions wrought by COVID-19, and a general labor shortage.

The availability of land is also contributory, since most of the land south of the Eglin Reservation has been built out with most construction now associated with re-development. The area south of the Reservation is in high demand as it is close to the County's main employment generator, Eglin Air Force Base and Hurlburt Field, as well as the existing population centers, shopping, and entertainment industries. The scarcity of land south of the Reservation has driven development pressure north to Crestview and the surrounding unincorporated areas where land is more abundant; however, prices for new and existing homes north of the Reservation have also seen dramatic increases.

The state's concurrency and growth management laws found in chapters 163 and 380, Florida Statutes, which require provision of infrastructure at the time of development can add substantial cost. Likewise, the Florida Building Code, which applies to any structure regardless of the income of those building/buying it, also adds cost. In addition, if the property is located in a Special Flood Hazard Area, there will be additional costs due to the elevation of structures and appurtenances; however, attainable housing should be directed away from flood prone areas so this should not be too great an issue.

Okaloosa County, along with most of its municipalities, has enacted incentives to provide attainable housing within their Comprehensive Plans and Land Development Codes. In addition, all jurisdictions have provided substantial areas zoned for residential or mixed use development.

In addition to documents and information discovered or developed in the course of this project, the Contractor shall review and take into consideration the attached Local Housing Assistance Plan, Shimberg Report, BEBR projections, Community Health Report, and the excerpts from the Comprehensive Plans and Land Development Codes from the County and each municipality.

Reference materials that vendors are strongly encouraged to review are as follows:

LHAP	https://myokaloosa.com/sites/default/files/users/gmuser/2022-2025%20SHIP%20LHAP%20FINAL.pdf
Shimberg Report	http://www.shimberg.ufl.edu/publications/RMS_2022.pdf http://flhousingdata.shimberg.ufl.edu/affordability/results?nid=100000
BEBR Projections	https://www.bibr.ufl.edu/
Community Health Report	https://okaloosa.floridahealth.gov/programs-and-services/community-health-planning-and-statistics/documents/2022OkaloosaCountyCommunityHealthAssessment.pdf
Comprehensive Plan	https://myokaloosa.com/gm/planning/plan
LDC	https://myokaloosa.com/gm/planning/code
NACO Report	https://ce.naco.org/%2Fapp%2Fprofiles%2FHHOUSE%2FHousing_12091.pdf https://ce.naco.org/app/profiles/HSMT/HSMT_12091.pdf
Housing Authorities	This listing is included as an attachment.

4) QUALIFICATION REQUIREMENTS

Respondents to this RFP must demonstrate:

- Professional experience in evaluation and implementation of policies and plans governing attainable housing in Florida;
- Ability to analyze relevant data, policies and regulations;
- Complete and thorough understanding of real estate markets and financing;
- Ability to present analysis and recommendations in a way that is easy for the lay person to understand;
- Experience in facilitating public input and involvement and consensus building;
- Experience working with elected officials in the development of plans and policies; and
- Experience developing community plans and associated implementing regulations.

5) SPECIFICATIONS AND DELIVERABLES

- a) Objective. The objective of the plan is to provide a roadmap for Okaloosa County and its municipalities to increase its long-term housing inventory to meet project demand across household income strata. The anticipated Scope of Services is generally described below; however, respondent proposals will be evaluated to determine the best possible work program that will result in an Attainable Housing Plan that meets the needs of Okaloosa County in addition to attaining compliance with Florida Statutory requirements and best practice recommendations identified by the State of Florida.
- b) Scope. At a minimum, the Contractor will:
 - i. Collaborate with public and private stakeholders, including the municipalities, county leadership and departments, the military, economic development entities, nonprofits, housing authority providers and advocates, social service agencies, developers, development consultants, licensed contractors, financial institutions, realtors, and community groups including environmental, cultural and formally or informally organized groups with expertise or interest in housing. The Contractor shall review all attainable housing proposals currently under construction, under grant or permit review, or soon-to-be proposed by any housing provider.
 - ii. Engage the Okaloosa County/City of Ft Walton Beach Affordable Housing Advisory Committee (AHAC) to review the Local Housing Assistance Plan in a way that utilizes the expertise of the individual members

and ensures incorporation of the Plan's recommended actions, as appropriate, into the Local Housing Assistance Plan as developed by the AHAC and which also indicates where Plan revisions are necessary.

- iii. Develop and implement a robust public outreach program to solicit input from the community and promote community engagement throughout the process of developing the Plan.
- iv. Conduct at least two community workshops with opportunities for direct participation, the first to be scheduled in coordination with Okaloosa County as soon as practical following the award of a contract. Regular community interaction is critical to the Plan's success.
- v. Identify Present and Future Attainable Housing Demand. Using U.S. Census/HUD data and data available from other sources (UWF Haas Center, UF Shimberg Center, etc.), quantify the existing and future needs in 5-year intervals over a 30-year planning horizon for housing that is attainable to very low, low, and moderate income households (households whose incomes range from 30% to 120% of the Area Median Income) in Okaloosa County. This includes incorporated as well as unincorporated areas. For purposes of this RFP, "attainable housing" is met when a household is paying no more than 30% of its income for gross housing costs, including utilities. The future demand analysis must take into consideration the current and likely future employment opportunities and patterns over the 30-year period.
- vi. Identify, use and reference, but do not repeat, any available research and studies to prioritize which measures, strategies, and actions would be the most effective for Okaloosa County and its municipalities to pursue.
- vii. Determine Where/How Attainable Housing is Currently Provided. Working with the stakeholders identified herein, identify areas in the County in which attainable housing is available, including not only housing provided by housing authorities, other non-profit or faith-based organizations, or government entities (including military, "on base" housing), but also by market forces, if any.
- viii. Review the Existing County and Municipal Regulatory Structure. Review the goals, objectives, and policies of the local comprehensive plans and their land development codes and identify areas that could be amended to better facilitate attainable housing.
- ix. Identify Opportunities and Impediments for/to Attainable Housing. Conduct a comprehensive analysis of all factors affecting the availability of attainable housing including factors that both encourage (low taxes, lack of impact fees, few permitting hurdles, availability of expedited permitting, the availability of SHIP funds, housing density bonuses, quality military jobs [including civilian contractors], military housing allowances, presence of housing authorities and housing non-profits, Neighborhood Stabilization Program rental units, etc.) and discourage (large percentage of minimum or near minimum wage [typically service industry] jobs, seasonal or temporary employment, competition from investor [vacation rental or second home] market, resistance to infill development, etc.), the provision of attainable housing.

c) Deliverables

- i. The Contractor shall, no later than 30 days prior to the due date as specified in the contract resulting from this RFP, produce a preliminary County-wide Comprehensive Attainable Workforce Housing Strategic Plan that at a minimum includes:
 - a. A map of existing and pending/proposed projects, that over the next five years will add additional units of attainable housing to households at or below 120% of the AMI. The map and accompanying narrative and reference materials must include:

1. Designation of housing by type and number of units, AMI category to be served, location, tax map key, and current status.
 2. For pending or delayed projects, an outline of steps required to start, accelerate, or complete construction, and a survey of impediments and possible solutions as identified in consultation with the developer.
 3. For new or proposed projects, an outline of costs, including land and infrastructure, possible funding sources, and visual examples or descriptions.
 4. Timelines for the production or availability of the housing units including pending or delayed projects as well as anticipated timelines for new or proposed projects.
 5. Projected total costs to the County of each housing project, including estimated land and infrastructure costs. For capital costs financed by County bonds, include the annual costs of payments on principal and interest.
 6. Projected financing for each housing project from County, State, and Federal sources, including HUD grants and Opportunity Zone investments, where applicable.
- b. A narrative that outlines the planning process, summarizes relevant data, statistics and information as discovered during the planning process.
- c. Specific language suitable for use in the County and municipal comprehensive plans and land development codes that will facilitate the development of attainable housing, in particular in the areas identified pursuant to 8) b), above. This may include but is not limited to creation of overlay zones; specific, additional incentives not currently provided; amended development standards, or any other measures that will effectively encourage the construction of attainable housing.
- d. Recommendations, as appropriate, for amendments to the Local Housing Assistance Plan and SHIP and NSP programs.
- e. Recommendations on actions that the Board of County Commissioners and municipal governments may undertake to facilitate the provision of attainable housing. This section shall identify anticipated financial impacts (no cost, low cost, etc.) and include a benefit cost analysis if appropriate. The actions should be grouped as short, medium, and long-term and will include but are not limited to:
1. Establishment of a “bank” of appropriately located properties (preferably within areas identified in 4.a., above) on which attainable housing may be constructed – with enforceable conditions for affordability periods and monitoring – by private developers, non-profit housing advocacy groups, faith-based organizations, housing authorities, or government entities. Such lands may include existing County properties (or parts thereof), or may include acquisition of properties through tax deed sale, code enforcement abatement, or any other legal means.
 2. Establishment of a dedicated fund to assist in underwriting the cost of developing attainable housing, including use as local match for state or federal grants developed by non-profit and for-profit attainable housing developers. The fund could also be used for impact/permit fee mitigation, material cost subsidies for new units, or repairs and maintenance of existing attainable units.
 3. Any other action as the Contractor may deem appropriate for consideration.
- f. Recommendations for an independent housing development corporation, agency, or similar entity to implement the Plan. The entity should have the power to purchase, sell, lease, and develop land; contract for housing development and management; and generate revenue and access capital through County, State, Federal, and private sources. Recommendations should be

based on an included matrix comparing up to 10 existing models across various features, including:

1. Type of authority or corporation and the legislation required for its establishment.
 2. Organization governance, structure, and relationship to municipal government.
 3. Primary functions and powers.
 4. Budget and sources of funding.
 5. Access to development capital.
 6. Housing inventory and land assets.
 7. Demonstrated record of success.
- ii. Following receipt of comments provided by the County regarding the Preliminary plan, the Contractor will provide the final report no later than the due date as provided in the Contract.

6) FEE PROPOSAL

Okaloosa County reserves the right to modify or expand the Scope of Services in a manner that best services the interest of the County. Respondents may also offer alternate proposals or additional services.

7) SUBMISSION REQUIREMENTS

- *Letter of Interest.* Submit a letter of interest signed by an officer of the firm containing the following information:
 - Project Manager. Identify the person that will be assigned to manage services under this contract.
 - Experience. Briefly summarize relevant experience and the potential for conflicts of interest due to other clients/projects in Okaloosa County.
 - Contact. Provide the name, title and contact information for the person who should be contacted with questions on the proposal.
- *Experience.* Please provide a detailed written summary of the firm's history, experience and capability in providing the requested services in the State Florida. Examples of similar work performed, including a detailed description of the work performed by your firm and contact information for the sponsoring organization/municipality should also be provided.
- *Staffing Plan.* Please identify key personnel whom the firm has designated to work on projects under this contract, their state certifications, their background and experience and their areas and levels of responsibility. Please provide the resumes of all key personnel and a copy of their current professional licenses issued by the State of Florida, if any.
- *Approach and Management Plan.* Describe the firm's proposed approach to the requested services and the management plan that will be used to ensure timely completion of the services. The approach must include:
 - significant interaction with the County's Affordable Housing Advisory Committee (AHAC). Firms submitting proposals are hereby advised that the AHAC is subject to Florida's Sunshine Laws which require, among other things, public notice and the recording of minutes; and
 - a narrative describing how the firm will obtain and utilize public input during the development of the Plan .

- *Scope of Services.* Provide a detailed scope of services proposed in response to the RFP.
- *Fee Proposal.* Submit a detailed, itemized fee proposal as well as a schedule of hourly rates for all project personnel.
- *References.* Please provide six (6) references with a brief written summary of the scope of work, contract amount, name, telephone number and timing of service.

8) SELECTION CRITERIA AND AWARD PROCESS

The County will select a firm based on qualifications; experience and performance with similar projects; responsiveness of the approach to the scope of work and project objectives; ability to work with staff and lay committees; references; ability to provide timely services; awareness of project issues, opportunities and constraints; and overall cost.

Proposals will be evaluated by a special selection committee using a “Best Value Selection” method. A 100-point scale will be used to create the final evaluation and selection. The factors and weighting on which proposals will be judged are:

Qualifications and Experience - Organization, personnel and expertise (20 points)

1. Qualifications of personnel assigned to project (10)
2. Experience of personnel assigned to project (10)

Similar Projects (up to 10 points)

1. The extent to which firm has demonstrated completion of similar projects, considering factors such as scope and project outcomes.

Technical Approach (30 points)

1. Specialized expertise, capabilities and technical competence, as demonstrated by the Responder’s expressed project understanding, proposed project approach and methodology, project work plan, and project management techniques. (10)
2. Project background and experience, as demonstrated by the Responder’s ability, familiarity and experience with handling similar projects, and the qualifications and related experience of key staff members. (10)
3. The Responder’s record of past performance, including quality of work (10)

Work Plan (30 points)

1. Quality of proposal Work Plan including goals, scheduling, expressed project understanding, proposed project approach and methodology, and project management techniques (30).

Cost (10 points)

1. Overall cost to complete the project (10)

As part of the selection/award process, the County reserves the right to:

- Short-list and interview finalists
- Request clarification of any submitted information
- Accept or reject all proposals or options therein
- Select a firm or firms in a manner that is advantageous to the County
- Amend or cancel this process at any time
- Change the scope of services to be provided
- Waive any or all formalities in bidding

TERM OF CONTRACT AND RENEWAL OPTION

The agreement term shall commence when all parties have signed, the contract deliverables shall be delivered to the

County within six (6) months of a notice of award being provided to the vendor and for purposes of presentations and the likes will continue for an additional (6) month term. This term may only be extended upon a written amendment by both parties.

Note: failure to provide all the required information, in the required format, may disqualify the vendor from further consideration.

PROCUREMENT SCHEDULE (ANTICIPATED)

Release of RFP	January 9, 2023
Due Date to Submit Questions	January 20, 2023
County's Response to Questions	January 25, 2023
Proposals Due	February 9, 2023
Proposal Evaluation	Week of February 20, 2023
Notice of Award	February 24, 2023
Contract Start	March 14, 2023
Work Plan Due	April 11, 2023
Draft Report Due	August 11, 2023
Final Report Due	September 11, 2023

**GENERAL SERVICES INSURANCE REQUIREMENTS FOR
PROFESSIONAL LIABILITY**

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident

- | | | |
|----|---------------------------------|--|
| 2. | Business Automobile | \$1M each accident
(A combined single limit) |
| 3. | Commercial General Liability | \$1M each occurrence
for Bodily Injury & Property Damage
\$1M each occurrence Products and completed
operations |
| 4. | Personal and Advertising Injury | \$1M each occurrence |
| 5. | Professional Liability (E&O) | \$1M each claim |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers’ Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days’ prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL CONDITIONS

PRE-QUALIFICATION ACTIVITY

- 1. ADDENDUM** - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed via Vendor Registry:

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement Form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

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

- 2. PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

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

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

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

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

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

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

All signatures shall be submitted electronically - All names shall be typed or printed below the signature.

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

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. A state contractor license # for the State of Florida shall also be included on the proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
4. **SUBMITTAL OF PROPOSAL** – All proposals shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. **The responses submitted should be one (1) completed document, unless otherwise specified within the document.**
5. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
7. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
8. **CONTRACT FOR SERVICES** – A copy of the County's standard agreement for professional services such as the ones being procured herein is attached to this procurement. The successful respondent will be required to enter into the County's standard agreement. It is the responsibility of the Respondent to raise any objections to the terms and conditions of the standard agreement at the time of submitting its response to this RFP. Failure to do so will be considered a waiver of respondent's right to raise it later in the process or during negotiations. In the evaluation and negotiation processes the County has the right in its sole discretion to consider any objections raised by Respondent as part of the determination of most responsible and responsive proposer.

9. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County’s best interest.
10. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the services shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein. Further, from time to time the County may be eligible to obtain State of Federal grant funding for some of the services provided hereunder the requirements of the grants will be applicable to the services rendered.
11. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
- a. Submission of more than one proposal for the same work from an individual, firm, agency, or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - f. Default under previous contract.
 - g. Listing of the respondent by the Federal Government on its barred/suspended vendor list.

12. **AWARD OF CONTRACT -**

Okaloosa County Review - Okaloosa County appointed selection committee consisting of the constitutional officers, shall review all proposals and will participate in the recommendations to the Board of County Commissioners. The Board of County Commissioners shall make final determination on any award of Contract.

The contract shall be awarded to the responsible and responsive respondent(s) whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

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

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which

make it impossible to determine the true amount of the proposal.

FINANCIAL STABILITY- In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

13. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview, FL 32536, for the prices stipulated herein for services rendered. All invoices must show the Contract #. Invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this procurement and resulting contract.
14. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
15. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
16. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents 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.

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

17. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their proposal any information available regarding recycled material content in the products proposal. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

18. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

19. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
20. **CONE OF SILENCE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Purchasing Department.

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

21. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
22. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

23. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

24. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
25. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
26. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
27. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
28. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
29. **FINACIAL STABILITY**- In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
30. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA**

Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

31. The following documents are to be submitted with the qualification packet. Failure to provide required forms may result in contractor disqualifications.

- RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION
- RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM
- RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION
- RESPONSE DOCUMENT #4: CONE OF SILENCE FORM
- RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS
- RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
- RESPONSE DOCUMENT #7: COMPANY DATA
- RESPONSE DOCUMENT #8: SYSTEM AWARD MANAGEMENT FORM
- RESPONSE DOCUMENT #9: LIST OF REFERENCES
- RESPONSE DOCUMENT #10: CERTIFICATION REGARDING LOBBYING
- RESPONSE DOCUMENT #11: SWORN STATEMENT – PUBLIC ENTITY CRIMES
- RESPONSE DOCUMENT #12: GOVERNMENTAL DEBARMENT & SUSPENSION
- RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LIST
- RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES
- RESPONSE DOCUMENT #15: AMERICAN RESCUE FUND CLAUSES
- RESPONSE DOCUMENT #16: CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR – see above*

LETTER OF INTEREST

February 07, 2023

DeRita Mason, Sr. Contracts and Lease Coordinator
Okaloosa County

Dear DeRita,

Thomas P. Miller and Associates, LLC (TPMA) is pleased to provide the attached proposal to Okaloosa County in response to the Request for Proposals to lead development of an Attainable Workforce Housing Strategic Plan.

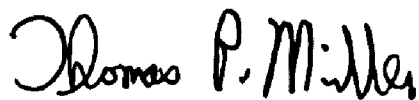
TPMA, headquartered in downtown Indianapolis, Indiana, has worked across the United States on affordable housing studies, economic recovery and resiliency planning, and workforce development strategies. Our approach places great importance on developing community understanding of a new economic reality and related opportunities that can support long-term resiliency.

TPMA understands that Okaloosa County, like many parts of Florida post-pandemic, has been growing tremendously causing an influx of workforce and growing demand for affordable housing. This activity coupled with a strong military presence in the region, supports continued growth projections for years to come. Our team is adept at developing Housing Strategies that align to already existing strategic plans, or workforce/economic development initiatives. **Aaron Finley** will serve as the project manager and lead the team. He has led multiple Housing Assessments, Analyses, and Studies across the U.S. including a current Housing Needs Assessment for St. Lucie, FL. This experience has helped Aaron develop an intimate understanding of special regulations in Florida with regard to Housing (e.g. Sunshine Law).

TPMA understands that housing strategies must be designed to address the vast and unique challenges faced by underrepresented populations, businesses, families, and local economies. Since our founding in 1989, we have focused on regional approaches to economic and workforce development informed by data and focused on action.

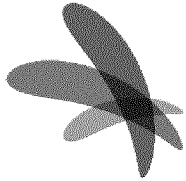
We are eager to work with Okaloosa County to craft an Attainable Workforce Housing Strategic Plan that will support inventory management, growth and sustainability. Should you have any questions on our proposal, please contact Wendy Brewer, Senior Manager, by phone at (740)350-5880, or email wbrewer@tpma-inc.com.

Sincerely,



Thomas P. Miller
President & CEO

EXPERIENCE



Established in 1989, Thomas P. Miller & Associates, LLC (TPMA), provides comprehensive consulting services throughout the United States and internationally, working with nonprofit organizations, educational institutions, communities, local and state governments, and industry associations. TPMA is headquartered in downtown Indianapolis with associate offices in 12 states. Our staff includes 45 consultants, who possess diverse professional experience and educational backgrounds but work collaboratively to provide our clients with holistic solutions. TPMA provides expertise in assessing markets, identifying business sector opportunities, building innovation and entrepreneurial eco-systems, and organizing social and economic resources to implement housing strategies and workforce/economic development strategies.

Our firm empowers organizations and communities through strategic partnerships and data-informed solutions that create positive, sustainable change. TPMA envisions a world that thinks strategically, works collaboratively, and acts sustainably. Working toward that vision, we have provided clients with a range of services to design, develop, evaluate, and implement effective programs.

Our team brings experience working directly with cities and regions to identify housing solutions and funding sources that support workforce development and sustainability. Our housing-related projects that are currently in progress or recently completed include:

- City of Northglenn, CO – Housing Needs Assessment & Policy Development
- The City of Whiting, IN – Housing Market Study
- City of Fairfax, VA - Housing Assessment and Strategy Report
- Greenville, SC – Affordable Housing Profile & Strategy
- Town of Fortville, IN – Land Use Market Study
- Knox County Development Corporation, TN – Housing Study
- Mount Comfort Corridor, IN - Housing Gap Analysis and Land Use Planning

Currently, the team is preparing a **Housing Needs Assessment & Implementation Plan for St. Lucie County (FL)**. The project is led by Aaron Finley, advised by Brett R. Wiler, and the engagement is facilitated by Lindsay Bloos.

AFFORDABLE AND MARKET RATE HOUSING DEVELOPMENT EXPERIENCE

TPMA has experience working with communities across the United States to develop actionable implementation plans for the development of both affordable and market rate housing. TPMA brings experience working directly with communities, developers, and residents to find optimal housing solutions to respond to community housing needs. Our team brings experience securing the necessary funding streams and federal grant management to support recommendations to close the financial gap for recommended policies.

SCALABLE UNDERSTANDING OF HOUSING PRIORITIES

TPMA understands that local housing markets must evolve to meet the needs of diverse residents, from seniors and persons with disabilities to homeowners and renters. Our team has experience designing finance strategies for various types of housing to meet existing and future demands. We have recently completed housing studies that include Hiawatha, IA; Greenville, SC; Canton, GA; DeKalb County, IL;

Palouse Region (Moscow, ID and Pullman, WA); Dearborn County, IN; Fairborn, OH; and the Indiana Housing & Community Development Authority (IHCDA).

RESEARCH & ANALYSIS CAPABILITIES

TPMA specializes in customized methodologies that combine quantitative and qualitative insights into tangible analysis. We employ a wide array of comprehensive data sets and sources to paint a comprehensive picture of housing needs based on housing stock, market trends, and the demographic characteristics of our clients' communities. We design our deliverables to provide the right amount of data in easy-to-understand formats that highlight key findings linked to policy recommendations and actions.

PARTNERS IN PLANNING

We value client relationships and the communities where we work. We evolve our scopes of work to best fit with the needs of our clients. This flexibility leads to stronger community buy-in and implementation of strategy.

ACTIONABLE RECOMMENDATIONS

We customize recommendations for our housing analysis partners based on relevant local data and personal interactions with stakeholders and residents. We accompany our community-specific recommendations with implementation schedules detailing timelines, partners, responsible parties, and funding options to allow a seamless transition from planning to implementation.

DIVERSITY, EQUITY, AND INCLUSION LENS AND FRAMEWORK

TPMA understands the importance of embedding diversity, equity, and inclusion (DEI) practices into all areas of the company and our work. We value participatory approaches, engaging community members and those affected most by programs to ensure their voices are being heard and measuring the impact of provided services.

WORK SAMPLES

City of Northglenn, CO, Housing Needs Assessment and Policy Development



2022-2023

TPMA is currently developing a housing needs assessment that is focused on various housing issues, and compiles data regarding the housing market (costs, inventory, turnover, projected timelines etc.). Additionally, the team assists the city with the creation of policies which are informed by the assessment, related addressing apps and improving, incentivizing, and maintaining affordable and workforce housing options. TPMA is proposing concrete policies, recommendations, language, and prioritization in order to guide the city through the development. The Housing Needs Assessment also includes a broad range of stakeholder facilitation in order to gain additional, local insights into the market and interview experts around the topic.

Contract Amount: \$100,000.00

North Central Planning Council, ND, Regional Labor & Housing Studies



March 2021-December 2021

TPMA conducted a Regional Labor and Housing Study for the North Central Planning Council (NCPC), funded by the Economic Development Administration through the Supplemental Planning Grant for CARES Act Recovery Assistance. The area encompasses 6 counties within Region III of North Dakota. The study was large requiring the Identification and assessment of the current workforce available, including compiling an income matrix by industry and workforce demographics by county. And also the identification and assessment of the demographics of the potential workforce, the identifying and assessment of current job vacancies by type, pay and benefits, and typical cause of turnover, the compiling of a current workforce landscape, the identification of workforce barriers, which may include workforce capability gaps, daycare, and proximity to work site and the compilation of successful workforce programs or best practices. The Housing Study was also extensive requiring an existing housing inventory and trend analysis through socio-economic data collection and analysis, a market rate and rental housing demand analysis, and extensive stakeholder engagement with up to 60 individual interviews conducted with housing market and real estate leaders and prominent community members. This information formed the basis for two final reports presented to NCPC with recommendations for future positive long-term impact in improving housing and labor needs.

Contract Amount: \$170,000.00

City of Fairfax, VA, Housing Assessment and Strategy Report



2022-2023

TPMA identified housing product types that are underrepresented in the City or are in demand and are not likely to be supplied by the market. The team then provided the City with actionable recommendations to help accommodate those housing product types to meet the needs of the City and its residents. The scope of work for the Report was developed in four phases as described in the following: Phase 1 – Background analysis (3 months): An analysis of existing conditions and background information. The team identified needs and provided recommendations. In order to provide these recommendations, TPMA concluded a comprehensive data analysis and document review. Furthermore, TPMA evaluated and reviewed existing City policies and programs, related plans and studies, applicable state and federal regulations, physical conditions, and general observations to gain a broad understanding. This research was then supported by Community input, which included feedback from various community members and stakeholders, especially under-represented populations. The team is currently finishing the final product which will be released soon.

Contract Amount: \$115,000.00

EXPERIENCE WITH DEFENSE COMMUNITIES

TPMA has a long history of helping regions and states respond to the opportunities and risks posed by their U.S. defense assets. We know that for many communities across the United States, Department of Defense (DoD) installations and contracts are one of the primary economic drivers. Through our experiences and connections, TPMA has developed proven research methodologies, as well volumes of best practices that are working in various communities across the United States.

We have completed a series of economic diversification research, supply chain mapping, and planning projects on which TPMA has consulted. We served as the prime contractor on research and planning projects with the **Indiana Office of Defense Development, Kentucky Commission on Military Affairs, the St. Louis Economic Development Partnership, the Lincoln Trail Area Development District in Kentucky (includes Fort Knox), and the Alabama Military Stability Foundation.** We have also served as team members on projects assisting **Commerce Rhode Island, the Pennsylvania Department of Community & Economic Development, and the Wisconsin Economic Development Corporation.**

WORK SAMPLES (MILITARY)

Greenville, South Carolina Affordable Housing Profile and Strategy



August 2019-October 2020

The Greenville, South Carolina metropolitan area has experienced increasing significant shortages of affordable housing for its residents. This is in response to a 2016 report that identified a projected housing gap of 9,000 units. The housing gap is closely associated to a growth of the military presence in the region, as for example the Donaldson Air Force Base, and the Marine Corp. Reserve Center.

We conducted background research on current conditions, 20+ stakeholder interviews, and generated a report of recommendations. TPMA partnered in building the final strategy, establishing a clear work program and a set of metrics to track progress. This includes a City and County effort to develop a \$1.4 billion affordable housing strategy to preserve and produce 10,000 affordable units over ten years via a robust public-private partnership. The final plan is available [here](#).

Fort Gordon: Regional Growth Management Plan, Georgia



Fort Gordon

U.S. Army installation

March 2021-April 2022

TPMA completed an industry cluster analysis and workforce talent overview to determine what industries and subindustry clusters have the higher potential growth opportunities for the region.

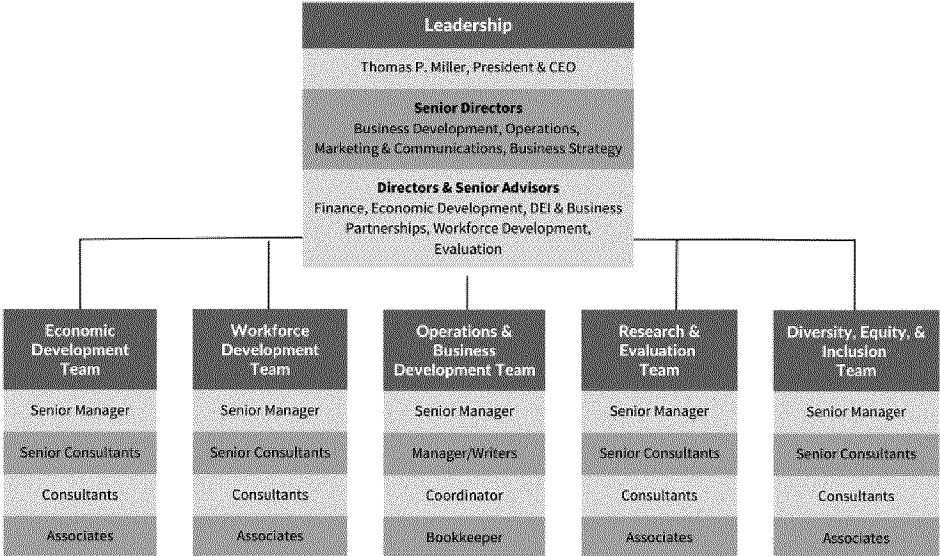
Furthermore, the team completed a housing study comprised of three primary phases and included a housing market analysis, housing development opportunities, and a regional housing development activation. These phases culminated in the Regional Housing Needs Assessment and Market Study

Presentation. The final report will become part of a more extensive report, that is currently in development.

STAFFING PLAN

For this project, TPMA has identified a team of consultants with a depth of knowledge and experience in housing research, data analytics, workforce development, industry analysis, and economic development. In addition to qualified Project Team members, all TPMA projects leverage the expertise of the firm’s full professional staff including experts in projections and modeling, economic diversification, evaluation, and competitive funding. This approach ensures high-quality plans that incorporate the extensive experience of the entire firm. Team member roles are as follows, with full bios on the following pages:

TPMA Organizational Structure





Brett R. Wiler

**Director of Economic Development & Community Resiliency
Strategic Advisor**

Public Administration, M.P.A. – Gannon University
Business Administration, B.Sc. – John Carroll University

☎ 814-323-1999 ✉ bwiler@tpma-inc.com 🏠 Erie, PA

Brett is the Director of Economic Development and Community Resiliency at TPMA and will serve as Strategic Advisor. He specializes in Housing Studies, Business retention and expansion, strategic planning, business attraction, Opportunity Zone strategy, economic development financing strategy, entrepreneurial ecosystem building, and workforce development. He is currently developing a Housing Needs Assessment for St. Lucie (FL), and leading the Housing Study Update for Canton (GA), while working on several other projects in workforce and economic development at TPMA.

Prior to joining TPMA, Brett worked as the Director of Outreach and Investment for the Erie, PA Regional Chamber where he managed an industry-recognized best-practice business outreach program. In addition, Brett was the primary architect of the nation’s first municipal-based Opportunity Zone Prospectus and Intermediary and went on to lead the Flagship Opportunity Zone Development Company under the umbrella of the Erie Regional Chamber. Here he was instrumental in creation of the White House Roadmap to Reinvestment, which cataloged public projects so that community leaders could work with state and federal agencies to secure funding through initiatives outlined by the White House Opportunity and Revitalization Council. His work around Opportunity Zone’s was the cornerstone of Erie’s signature economic development conference, Erie Homecoming, that has led to over \$100 million in investment in Erie since 2019. Brett was the lead grant writer for a Build to Scale program that was awarded funding from the EDA to design and implement an active angel investment network for Northwest PA.



Aaron Finley

**Senior Consultant, Thomas P. Miller & Associates
Project Lead**

English, M.A. – Kent State University
English, B.A. – Indiana University

☎ 937-657-5490 ✉ afinley@tpma-inc.com 🏠 Columbus, OH

Aaron will serve as the Project Lead, ensuring the successful completion of all project work and deliverables. He will also serve as the primary point of contact for Okaloosa County. He specializes in housing research and strategy, workforce development, and community resiliency. Data-driven and goal-

oriented, Aaron’s approach is one of locating gaps and developing solutions. Aaron leads housing research projects at TPMA with specialized skills in the interpretation of complex data. With a background in classroom instruction and curriculum design, he is particularly skilled in the transformation of complex challenges into communicable and achievable strategies and outcomes. He recently led Regional Labor & Housing Studies for North Dakota’s North Central Planning Commission and is currently leading the Housing Needs Assessment and Policy Development for the City of Northglenn, Colorado, as well as a Housing Needs Assessment and Implementation Plan in St. Lucie County, FL. Aaron has helped to design propriety housing research methodology at TPMA, in addition to strategies for alignment of priorities to investment, land use plans, investment options, and innovative partnerships.



Lindsay Bloos

**Senior Consultant
Engagement Specialist**

Sociology, B.A. – Franklin College

☎ 812-621-0101 ✉ Lbloos@tpma-inc.com 🏠 Madison, IN

Lindsay is a Senior Consultant on the Economic Development & Community Resiliency Team at TPMA and will serve as the Engagement Specialist. She has led multiple economic development projects at TPMA and facilitated stakeholder engagement with the public and the private sector alike. Her primary focus is engaging communities and developing actionable strategies for improving economic conditions and quality of life.

Prior to joining TPMA, Lindsay served as Executive Director of the Madison Area Chamber of Commerce in Madison, Indiana where she regularly worked with businesses to provide support and resources. In 2020, Lindsay organized and led the COVID-19 business response team in Madison, providing critical assistance and data. She served as an Executive Team member for the City of Madison’s Stellar Communities designation, the Visit Madison Board of Directors, Madison Main Street Program’s Economic Vitality committee, and Madison’s America’s Best Communities committee. Lindsay has been actively involved in the development and implementation of strategic visions, comprehensive economic plans, affordable housing strategies, and community engagement at local and regional levels throughout the country.

She recently led engagement efforts for the ACOG Oklahoma and the CEDS Update & Recovery Strategy, where she prepared a 2021 update to the Capital Area Economic Development District (CAPEDD) of Oklahoma’s 2019 Comprehensive Economic Development Strategy (CEDS) with new priorities based on the pandemic’s impact. She is also responsible to facilitate stakeholder engagement for the Housing Needs Assessment for St. Lucie, and the Housing Needs Assessment and Policy Development for the City of Northglenn (CO).



Erin Brown

**Associate
Research Specialist**

Economic M.S. – University of Maine
Economic B.S. – University of Maine

☎ 203-913-7694 ✉ ebrown@tpma-inc.com 🏠 Bangor, ME

Erin Brown is an Associate at TPMA who brings years of experience in research and analyzing quantitative data. She will support all areas of the project with special attention to data analysis. Erin’s strong quantitative background enables her to use various analytical tools such as R, Stata, and ArcGIS.

Prior to joining TPMA, Erin served as a Research Assistant at the Margaret Chase Smith Policy Center, where she developed and wrote technical reports, created visualizations for stakeholders, and analyzed and summarized papers for researchers. Erin also served as a research assistant for the University of Maine, where she cleaned and analyzed data to study Maine Residents’ perceptions of aquaculture, conducted literature reviews, and presented research findings to stakeholders at several conferences. Erin received a Bachelor of Science and a Master of Science from the University of Maine.

Currently, Erin is working on several projects at TPMA. One of them is SEAMaine Workforce Phase 2 and Equitable Economic Development Strategic Plan for DeKalb. She is providing data analytics and aggregation on many levels for various additional projects throughout the country, which will be leveraged for this project. Her primary focus is on the Canton (GA) Housing Study Update, which is currently underway.

APPROACH AND MANAGEMENT PLAN

TPMA recognizes significant efforts of the County in recent years that have helped facilitate and support the development and growth of attainable housing (e.g. AHAC and the Housing Assistance Plan). Oftentimes, unexpected events, such as COVID-19, will interfere with these efforts or put additional strain on the municipality. We are aware that Florida has experienced an influx of people moving to the state, which again contributed to the stress that the county is affected by.

Our team is prepared to support the future of housing development in the county and involve all important stakeholders to address the issue cooperatively. Through our current engagements in Florida (Housing Needs Assessments, etc.), we are aware of Sunshine Laws and other Florida-specific requirements that governments must adhere to. We are prepared to shape the future of housing and workforce development in Okaloosa County, aligned with ongoing regional efforts in the field. TPMA is prepared to facilitate a comprehensive stakeholder engagement that will target not only experts, but also residents and minorities that will need to be included. Stakeholder engagement will be described in the

Scope of Services. The county will be in constant contact with Aaron Finley, who will lead the project. Quality Assurance and Management will be done primarily through Aaron, but supported through a dedicated Project Manager at TPMA, that will ensure a smooth process for both parties.

SCOPE OF SERVICES

Task 1: Project Launch

The Project Team will facilitate a launch meeting with leadership of Okaloosa County to make introductions, review the scope of work and deliverables, design a communication plan, and discuss any information that may help develop context for the assessment and action plan. Discussion topics include:

- Scope of work, project plans, timeline, and deliverables;
- Roles and responsibilities;
- Communication preferences and monthly schedule for regular meetings;
- Desired outcomes and measures of success;
- Existing plans and programs; and
- Logistics for identifying and conducting stakeholder engagement (Including AHAC engagement regarding the Housing Assistance Plan)

TPMA values regular open communication with our clients. For this project, we propose monthly update calls throughout the process. We will use this time to provide updates and next steps for the project as well as an opportunity for feedback on the work being done and any adjustments that need to be made.

We design communication schedules to build excitement and momentum for the final deliverables without creating excess burden on Okaloosa County leadership. Regular communication will also ensure messaging is consistent throughout the process and provide the county with tools to communicate and advocate within the greater community.

Timeline & Deliverables

March 2023

Final Scope of Work & Communication Plan

Task 2: Market/ Inventory Analysis & Review

PLAN REVIEW

TPMA will initiate the housing assessment research by reviewing local and regional plans including:

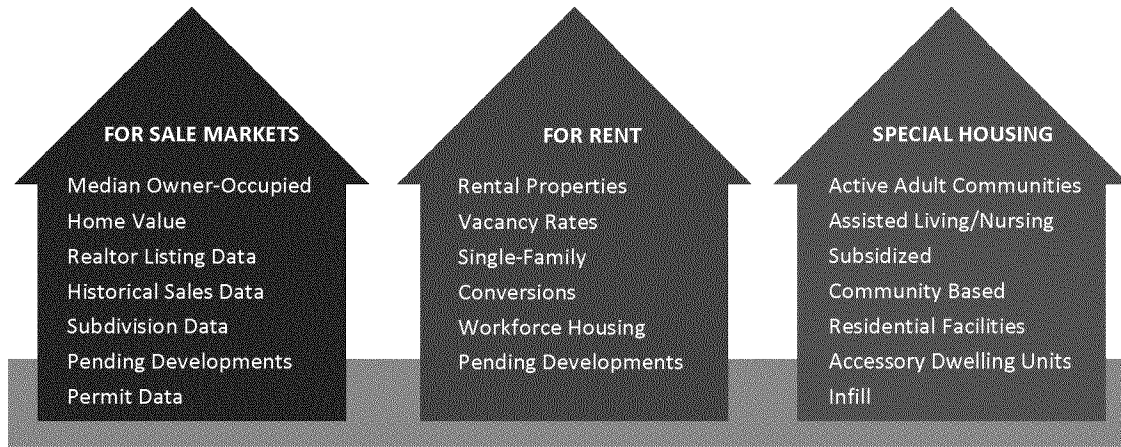
- Okaloosa County Annual Reports
- LHAP
- Shimberg Report
- BEBR Projections
- Community Health Report
- Comprehensive Plan
- LDC
- NACO Report

- Florida Department of Economic Opportunity Summary of Employment, Demographics, and Commuting Patterns for Okaloosa County, Florida
- Master Plans, Land Use, Corridor, Zoning and other county and regional plans identified with City leadership (e.g. Housing Assistance Plan)

This step will ensure that the Project Team has identified the pertinent resources and local planning context to build on previous work, identify new and unused data sets for additional information, and provide the necessary background when designing grant and other funding strategies.

HOUSING TYPES & POPULATIONS

In addition to a comprehensive review of regional studies and documents, TPMA will review secondary sources such as national databases from Emsi (Economic Modeling Specialists International), ESRI Business Analyst, Zillow.com, Trulia.com, and the American Community Survey of the U.S. Census Bureau to establish additional contextual understanding. Current data from local residential listing services will confirm housing values and price points for housing stock that makes up the local housing market.



TPMA will review financial data to help determine monetary resources and needs of average homebuyers, renters, and special populations. TPMA will identify key data trends that characterize the state of the local housing stock and affordability in Okaloosa County based on the initial data collection. In addition, TPMA will complete an analysis of the for-sale housing market and rental markets in the city that integrates community profiles into in-depth analysis of access to local housing, including affordable and market rate.

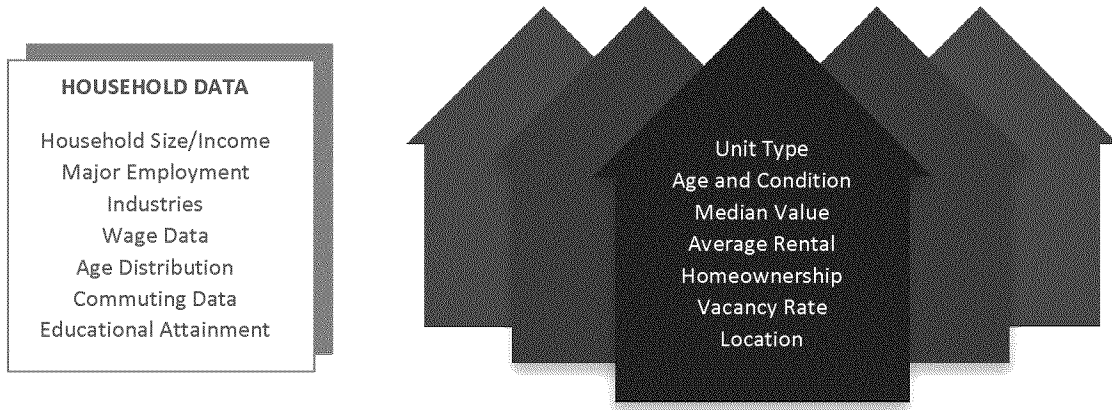
AFFORDABILITY, MARKET RATE, AND DEMAND ANALYSIS

The analysis will also estimate current and future demand for housing based on existing housing stock, population growth, and projected development. This will serve to inform strategies recommended for the Strategic Plan to adequately address future housing demand. The summary will consider workforce and affordable housing, housing types, special needs housing, for-sale and rental options, and special populations such as seniors where relevant. This section will focus on the **Future Attainable Housing Demand**, and leverage U.S. Census, UWF Haas Center, UF Shimberg Center, Trulia, Zillow, and lightcast.

As requested in the RFP, the team will analyze the future needs in 5-year intervals over the next 30 years and adhere to the RFP-set income thresholds.

ECONOMICS & DEMOGRAPHICS

The housing issues analysis will serve as the basis for the final assessment report and summarize key assumptions that inform final policy recommendations and strategies. A review of demographic data will provide additional context for current and future housing needs, as well as the types of housing and incentive programs that should be targeted. ESRI Tapestry Household data will be analyzed to understand household consumer housing lifestyles and housing preferences.



TPMA will evaluate the major employers for the County’s residents as well as major industries by employment. The team will enhance this analysis with maps and visuals that illustrate key origin and destination data for commuters within the area. This analysis will include the types of jobs and industries in Okaloosa County by industry and employer, point of origin of workers, and place of work of residents. In addition, this will show the concentration of jobs and employment clusters, transportation corridors, and areas of anticipated growth.

NEEDS, GAP, AND BARRIERS ANALYSIS

Through research conducted for the demographic and housing market analyses, TPMA will develop a strong understanding of the existing housing market to quantify housing needs, financial gaps, and common barriers that may persist in Okaloosa County. This analysis will pay special attention to workforce housing, rental and homeownership costs, and the impacts of projected population and industry growth. TPMA will conduct a Needs, Gap, and Barriers Analysis identifying factors that may prevent residents and/or future residents from accessing suitable and affordable housing. TPMA will examine opportunity areas in the county, review policies and regulations (**County and Municipal Regulatory structure review**) that affect development opportunities and define unit types best suited for the market.

This section will also include the identification of **opportunities and impediments for attainable housing** in the county. The team will analyze all the mentioned factors of the RFP, including, taxes, lack of impact fees etc.). Results of this analysis will be provided to the County for review and comment before development of related recommendations.

Timeline & Deliverables

April-May 2023

Plan Review; Housing Types & Populations; Affordability, Market Rate, and Demand Analysis; Economic & Demographics; Needs, Gaps and Barrier Analysis

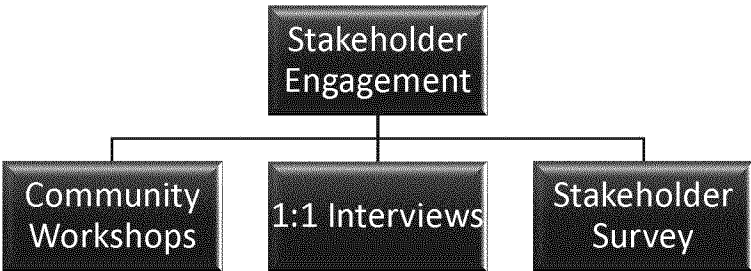
Task 3: Stakeholder Engagement

TPMA is prepared to create stakeholder engagement activities that are tailored to the needs of the county. We propose a combination of **Community Workshops, 1:1 Interviews, and a survey** to gain insight into the local housing market and any barriers, issues, that are not discovered yet. Workshops are well suited to gather insights from groups, such as municipality and county leadership, military personnel, economic development organizations, nonprofits, housing authority providers and advocates, developers, development consultants, contractors, financial institutions, realtors, and community and faith-based organizations.

This trifecta of engagement will ensure, that not only the most prominent and loudest voices will be heard, but also underrepresented populations, that are often left out in such processes. The team is adept at engaging all groups that need to be involved to create a cohesive picture around all issues and challenges. A survey will reach a broad base of people, including residents, that may not participate in focus groups. Concurrently, 1:1 interviews with local experts allow the team to dig deeper into certain aspects of the housing market.

Focus of the Stakeholder engagement will include (but not be limited to):

- What Attainable Housing is currently provided?
- Where is it provided, and who provides it?
- What are the barriers to creating more affordable housing? (governmental, zoning, etc.)
- What are the driving forces?
- What has been done and what needs to be done in the future?
- What are current local trends, insights?
- What can be improved upon? How does the AHAC and the Housing Support affect the development?



Timeline & Deliverables

June-July 2023

Focus Groups; 1:1 Interviews; Stakeholder Survey

Task 4: Final Attainable Workforce Housing Strategic Plan

TPMA will draft a final strategic plan, that incorporates a map of existing and pending/proposed projects that will add attainable housing units to households at or below 120% of the AMI. The map will include narrative and data around:



The draft plan will incorporate a narrative of the planning process, and any relevant data. TPMA understands that the county aims to produce attainable housing in the future and therefore will provide the county with language that can be used for comprehensive plans, and land development codes. The team will constantly gather additional feedback from the AHAC and align the local Housing Assistance Plan and SHIP and NSP programs accordingly, or provide recommendations. Additionally, the plan will provide the county with **funding options, recommendations regarding the regulatory structure, and potential projects, that will support the development of obtainable housing in the future.**

Finally, the Board of County Commissioners and municipalities will be advised on what actions to take in order to create or incentivize further attainable housing development in Okaloosa County. Actions will be differentiated in **short, medium, and long-term actions** and goals and will be created flexible as the housing market and the projections may change in the future due to unforeseen developments. The team will consider and give recommendations regarding the establishment of a **bank, dedicated funds, AHAC support** or any other possible actions that will enhance attainable housing development in the future.

This may also include a recommendation for an independent housing development corporation, or a combination of departments and organizations to implement the final plan and carry out these actions. These recommendations will be based on up to 10 existing models across multiple features, and include: type of organization, required legislation, governance, structure, primary functions and powers, budget and sources of funding, access to development capital, housing inventory and land assets, demonstrated record of success. These suggestions and recommendations done by TPMA will be informed through the former analyses and stakeholder engagement activities and be tailored to the expectations and requirements of the county and not be an all-fits-one solution.

Following feedback from the County and any key stakeholders TPMA will design a final report with recommendations for policy and strategy related to future housing, including related action steps. The

Project Team will incorporate the data review, market/attainable housing, and implementation plan into a draft report that will include key findings and summarize the results of all data analysis and leadership input. As the County will have been involved in all aspects of the planning process, we do not anticipate unexpected findings as part of the review. However, the Project Team will allow a 2-week period for thorough review and will make any adjustments as directed by the County before completing the final plan.

Data will be presented in easy-to-understand narrative suitable for a variety of audiences with labeled maps, tables, and graphics where appropriate. The assessment will outline recommendations and supporting assumptions related to housing, demographics, operations, and funding. TPMA will draw on experience with housing policy and development finance to highlight best practices and potential case studies where relevant.

Timeline & Deliverables

August-September 2023

Draft Plan; Final Attainable Workforce Housing Strategic Plan; Final Presentation

FEE PROPOSAL

TPMA can deliver the scope of work as outlined above for a total cost of **\$92,697.00**. This cost has been broken out by task below and is inclusive of all staff time, materials, resources, and travel. TPMA understands the fiduciary responsibility of our clients and makes every effort to design efficient projects that leverage the expertise of individual team members.

TASK	COST
Project Launch & Project Management	\$16,760.00
Task 2: Market/ Inventory Analysis	\$23,862.00
Task 3: Stakeholder Engagement	\$20,880.00
Task 4: Final Plan and Presentation	\$31,195.00
Total	\$92,697.00

Staff	Hourly Rate
Brett R. Wiler	\$285
Aaron Finley	\$255
Lindsay Bloos	\$255
Erin Brown	\$215

REFERENCES

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Ross County, Affordable Housing Assessment
9 S. Paint Street, Chillicothe, OH 45601

 Contact Person: Audrey Barker Telephone # () 740-656-2341

 *Email: abarker@adena.org

2. Owner's Name and Address: City of Hiawatha, Housing Needs Study
101 Emmons Street, Hiawatha, IA 52233

 Contact Person: Kim Downs Telephone # () 319-393-1515

 *Email: kdowns@hiawatha-ia.com

3. Owner's Name and Address: DeKalb County, Housing Needs Study
310 N 6th Street, DeKalb, IL 60115

 Contact Person: Shelly Perkins Telephone # () 815-758-2692

 *Email: sperkins@dekcohousing.com

4. Owner's Name and Address: Greenville, Affordable Housing Profile & Strategy
100 W. Antrim Drive, Greenville, SC 29606

 Contact Person: Bryan Brown Telephone # () 614-353-7282

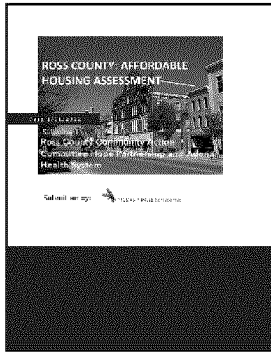
 *Email: bbrown@greenvillehousingfund.com

5. Owner's Name and Address: Fairfax, Housing Study
12000 Government Center Pkwy, Fairfax, VA 22035

 Contract Person: Eric Foreman Telephone # () 703-293-7154

 *Email: eric.foreman@fairfaxva.gov

Ross County, OH Affordable Housing Assessment



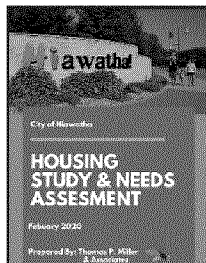
May 2021 – January 2022

The Ross County Community Action Commission, Hope Partnership Project, and Adena Health Systems needed a housing assessment in order to understand the trends impacting affordable and mix-income housing, zoning, and inclusionary housing ordinances (with special focus on recovery/mental health housing). The project was funded through the Human Resource Services Administration Rural Community Opioid Response Program grant. Over the course of nine (9) months, TPMA performed extensive quantitative and qualitative analysis of the local community, its population demographics, and housing market, and determined significant findings in resident socioeconomics, housing availability, and housing

affordability. The recommendations to create a Regional Housing Task Force, develop a Comprehensive Homeowner Support Program, assist landlords and tenants through structured support programs, and establish a vision for future development (including the utilization of Federal and State funding sources) were included in an 80-page final deliverable that will be used to inform regional strategy over the next 5 years.

Full report can be found here: [Ross County, OH Affordable Housing Study](#)

City of Hiawatha, IA Housing Needs Study

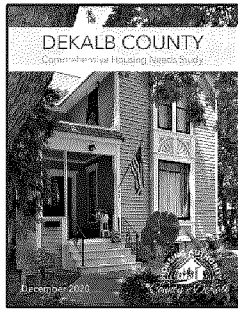


November 2019 – March 2021

The City of Hiawatha, Iowa contracted TPMA to conduct a Housing Needs Study. The Project Team collected publicly available and proprietary data to develop an initial assessment of the city's growth trends, key industries, and demographic characteristics.

Through interviews with local developers, service providers, and realtors the Project Team identified a growing need for workforce housing, multi-family and mixed-use development, and an increased focus on young professionals given employment trends for the city. The final deliverable included an in-depth demographic analysis, a housing demand analysis for the next 10 years, and a set of local sites available for residential development. Each site profile contained a designated housing typology, target market profile, price point, and a financial source and uses analysis to determine the financial gap and project feasibility. The final product was delivered to the City Council for approval in March 2020. Full report can be found here: [City of Hiawatha, IA Housing Study & Needs Assessment](#)

DeKalb County, IL Housing Needs Study



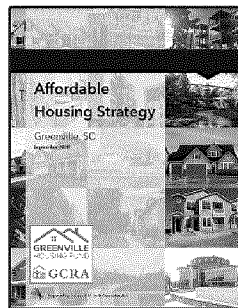
May – October 2020

TPMA worked with the DeKalb County Housing Authority to provide a data-driven comprehensive housing needs study. TPMA utilized both publicly available and proprietary data and interwove it with stakeholder interviews to assess the housing needs of the community. Data was not only analyzed for housing, but also for community characteristics such as population trends, employment, demographic, and comparison to other like communities.

The report supplies the housing authority with concrete numbers of the housing gaps for different housing typologies. Specifically, TPMA found a shortage in housing units projected to 2035 for both affordable housing and senior housing segments. This report will supply the housing authority with the information needed to guide future project work and secure funding. The report was finalized in October 2020.

Full report can be found here: [DeKalb County, IL Comprehensive Housing Needs Study](#)

Greenville, SC Affordable Housing Profile & Strategy



August 2019 – October 2020

The Greenville, South Carolina metropolitan area has experienced increasing significant shortages of affordable housing for its residents. This is in response to a 2016 report that identified a projected housing gap of 9,000 units. TPMA conducted background research on current conditions, 20+ stakeholder interviews, and generated a report of recommendations. TPMA partnered in building the final strategy, establishing a clear work program and a set of metrics to track progress.

Focus areas include affordable housing preservation, new affordable housing production across a variety of typologies, location of affordable housing throughout the metro area, housing finance and regulatory tools, and affordable housing capacity and coordination. This City and County effort encompasses a \$1.4 billion affordable housing strategy to preserve and produce 13,000 affordable units over ten years via a robust public-private partnership.

Full report can be found here: [Greenville, SC Affordable Housing Strategy](#)

5th Reference: TPMA is conducting a Housing Assessment and Strategy Report for the City of Fairfax, VA. The cost of the budget are \$113,900.00.

6th Reference: Ken Patton, AICP, Community Development Director, City of Canton ([770-704-1522](tel:770-704-1522)/ken.patton@cantonga.gov). TPMA conducted Housing Needs Assessment and Market Study from 2020-2021 for \$49,000.00.

ATTACHMENTS

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, 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 quote 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 quote, 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, Florida Statutes, or of any controlled substance law of the United States 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

DATE:	<u>02/02/2023</u>	SIGNATURE:	<u><i>Wendy Brewer</i></u>
COMPANY:	<u>Thomas P. Miller and Associates, LLC</u>	NAME:	<u>Wendy Brewer</u>
ADDRESS:	<u>1630 N. Meridian Street, Suite 330</u>		<u>(TYPED OR PRINTED)</u>
	<u>Indianapolis, IN 46202</u>	TITLE:	<u>Senior Manager</u>
PHONE #:	<u>317-894-5508</u>	E-MAIL:	<u>wbrewer@tpma-inc.com</u>

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____ NO: X

NAME(S)	POTISTION(S)

FIRM NAME: Thomas P. Miller and Associates, LLC

BY (PRINTED): Wendy Brewer

BY (SIGNATURE): *Wendy Brewer*

TITLE: Senior Manager

ADDRESS: 1630 N. Meridian Street, Suite 330
Indianapolis, IN, 46202

PHONE NUMBER: 3178945508

E-MAIL: wbrewer@tpma-inc.com

DATE: 02/02/2023

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 02/02/2023 SIGNATURE: Wendy Brewer
COMPANY: Thomas P. Miller and Associates, LLC NAME: Wendy Brewer
ADDRESS: 1630 N. Meridian Street, Suite 330 TITLE: Senior Manager
Indianapolis, IN, 46202
E-MAIL: wbrewer@tpma-inc.com
PHONE #: 3178945508

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

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

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

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

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

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

I, Wendy Brewer representing Thomas P. Miller & Associates, LLC
Signature Company Name
on this 2nd day of February 2023, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

<u>Thomas P. Miller and Associates, LLC</u>	<u><i>Wendy Brewer</i></u>
Proposer's Company Name	Authorized Signature – Manual
<u>1630 N. Meridian Street, Suite 330, Indianapolis</u>	<u>Wendy Brewer</u>
Physical Address	Authorized Signature – Typed
<u>1630 N. Meridian Street, Suite 330, 46202 IN</u>	<u>Senior Manager</u>
Mailing Address	Title
<u>3178945508</u>	<u>3178945370</u>
Phone Number	FAX Number
<u>7403505880</u>	<u>7403505880</u>
Cellular Number	After-Hours Number(s)
<u>02/02/2023</u>	
Date	

RESPONSE DOCUMENT #6: No addendum has been issued for this RFP

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: Thomas P. Miller and Associates, LLC

Physical Address & Phone #: 1630 N. Meridian Street, Suite 330
Indianapolis, IN, 46202
317-894-5508

Contact Person (Typed-Printed): Wendy Brewer

Phone #: 7403505880

Cell #: 7403505880

Federal ID or SS #: 30-0025201

DUNNS/SAM #: 965006893 / J5MMB3EN61G3

Respondent's License #: _____

Additional License – Trade and Number _____

Fax #: 317-894-5508

Emergency #'s After Hours,
Weekends & Holidays: 7403505880

DBE/Minority Number: N/A

RESPONSE DOCUMENT #8: SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM) database" means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: Thomas P. Miller & Associates, LLC

Entity Address: 1630 N. Meridian St, Suite 330 Indianapolis, IN 46204

Sam.gov Unique Entity Identifier: J5MMB3EN61G3

CAGE Code: 5FVB6

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Ross County, Affordable Housing Assessment
9 S. Paint Street, Chillicothe, OH 45601
Contact Person: Audrey Barker Telephone # () 740-656-2341
*Email: abarker@adena.org

2. Owner's Name and Address: City of Hiawatha, Housing Needs Study
101 Emmons Street, Hiawatha, IA 52233
Contact Person: Kim Downs Telephone # () 319-393-1515
*Email: kdowns@hiawatha-ia.com

3. Owner's Name and Address: DeKalb County, Housing Needs Study
310 N 6th Street, DeKalb, IL 60115
Contact Person: Shelly Perkins Telephone # () 815-758-2692
*Email: sperkins@dekcohousing.com

4. Owner's Name and Address: Greenville, Affordable Housing Profile & Strategy
100 W. Antrim Drive, Greenville, SC 29606
Contact Person: Bryan Brown Telephone # () 614-353-7282
*Email: bbrown@greenvillehousingfund.com

5. Owner's Name and Address: Fairfax, Housing Study
12000 Government Center Pkwy, Fairfax, VA 22035
Contract Person: Eric Foreman Telephone # () 703-293-7154
*Email: eric.foreman@fairfaxva.gov

RESPONSE DOCUMENT #10: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Wendy Brewer

Signature of Contractor's Authorized Official

Wendy Brewer, Senior Manager Name and Title of Contractor's Authorized Official

02/02/2023

Date

**RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER
SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted for Okaloosa County
 2. This sworn statement is submitted by Thomas P. Miller and Associates, LLC whose
 business address is: 1630 N. Meridian St., Ste. 330, Indianapolis, IN 46202 and (if
 applicable) its Federal Employer Identification Number (FEIN) is (if entity has no FEIN,
 include the Social Security Number of the individual signing this sworn statement: 30-0025201
 3. My name is Dustin Miller and my relationship to the entity
 named above is: Director of Finance

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- (1) A predecessor or successor of a person convicted of a public entity crime; or
- (2) 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.

7. I understand that a "person" as defined in Section 287.133(1)(c), 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, directors, executives, partners, shareholders, employees, members, and

agents who are active in management of an entity.

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

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

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: 2/7/2023 Signature: [Signature]

STATE OF: Indiana

COUNTY OF: Hendricks

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 7th day of February, in the year 2023.

My commission expires: Ethan Levi
Notary Public
Ethan Levi

Print, Type, or Stamp of Notary Public



Personally known to me, or Produced Identification:

Type of ID

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION**Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Wendy Brewer, Senior Manager

Printed Name and Title of Authorized Representative

Wendy Brewer

Signature

02/02/2023

Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: 02/02/2023 SIGNATURE: Wendy Brewer
COMPANY Thomas P. Miller and Associates, LLC NAME: Wendy Brewer
(Typed or Printed)
ADDRESS: 1630 N. Meridian Street, Suite 330 TITLE: Senior Manager
Indianapolis, IN, 46202 E-MAIL: wbrewer@tpma-inc.com

PHONE NO.: 317-894-5508

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

The Senior Manager, Proposal Development on behalf of Thomas P. Miller & Associates, LLC the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE: 02/02/2023 SIGNATURE: Wendy Brewer
COMPANY: Thomas P. Miller and Associates, LLC NAME: Wendy Brewer
ADDRESS: 1630 N Meridian St, Indianapolis, IN 46202 TITLE: Senior Manager

E-MAIL: wbrewer@tpma-inc.com
PHONE NO.: 3178945508

American Rescue Plan Contract Clauses
RESPONSE DOCUMENT #15

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

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

Publications:

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

Increasing Seat Belt Use in the United States

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

Reducing Text Messaging While Driving

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

Recordkeeping Requirements

Contractors must maintain records and financial documents for five years after all funds have been expended or returned to the County. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.333.

The Senior Manager, Wendy Brewer on behalf of

Thomas P. Miller and Associates, LLC the proposer is authorized to sign below and confirm the proposer is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 02/02/2023 SIGNATURE: *Wendy Brewer*

COMPANY: Thomas P. Miller and Associates, LLC NAME: Wendy Brewer

TITLE: Senior Manager



Attachment "B"
Insurance Requirements



CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of



this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.



PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Professional Liability (E&O)	\$1,000,000 each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS



To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.



GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



Attachment "C"
Civil Rights Clauses



Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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



Attachment "D"
Scrutinized Contractors Certificate



VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: March 8, 2023 SIGNATURE: *Thomas P. Miller*
COMPANY: Thomas P. Miller & Associates NAME: Thomas P. Miller
(Typed or Printed)
ADDRESS: 1630 N. Meridian Street TITLE: President & CEO
Suite 330 E-MAIL: millertp@tpma-inc.com
Indianapolis, IN 46202
PHONE NO.: 317-894-5508



Attachment "E"
Grant or Agreement for

with

Local Assistance and Tribal Consistency Fund FAIN LATCF009791555 to Okaloosa County,
FL

Jane Evans

From: LATCF@treasury.gov
Sent: Monday, December 5, 2022 8:25 PM
To: Jane Evans
Subject: RE: Okaloosa County FL LATCH 1555 Status

Hello Jane,

The application for Okaloosa County was approved and submitted for payment on 12/2/2022. It can take around 5-7 business days for the funds to deposit into the account, depending on the bank. If you do not see the payment by early next week, please let us know.

Thank you,
Department of Treasury

----- Original Message -----

From: Jane Evans [jevans@myokaloosa.com]
Sent: 12/2/2022 8:33 AM
To: latcf@treasury.gov
Subject: Okaloosa County FL LATCH 1555 Status

**** Caution:** External email. Pay attention to suspicious links and attachments. Send suspicious email to suspect@treasury.gov **

Good morning,

Thank you so much for the Local Assistance and Tribal Consistency Fund monies. I have uploaded a manually signed certification by the current Board of County Commissioners Chairman. The submission is showing the status of SUBMITTED. Do you have an estimated time of return for a manual signature?

Thank you,

Jane

Jane Evans

Grants and RESTORE Manager

Office of Management and Budget

1250 North Eglin Parkway

Suite 102

Shalimar, FL 32579

Phone: 850-651-7521

Fax: 850-651-7551

Internal Courier: CAO-S/Grants

Email: jevans@myokaloosa.com



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



CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jane Evans

From: LATCF@treasury.gov
Sent: Friday, November 18, 2022 2:29 PM
To: Jane Evans; Mel Ponder
Subject: LATCF Submission Received - American Rescue Plan Act of 2021 - Treasury's Local Assistance and Tribal Consistency Fund

Dear Local Assistance and Tribal Consistency Fund Recipient,

Your submission to the Treasury Submission Portal for the Local Assistance and Tribal Consistency Fund on behalf of Okaloosa County Board of County Commissioners has been received.

The submission review process generally takes approximately four business days. During that time, you may be contacted at this email address if there is an issue regarding your submission that needs correction or clarification.

You can monitor the status of your submission at any time by logging into the [Treasury Submission Portal](#).

If the information and/or documentation you submitted is determined to be complete and accurate, you will receive confirmation at this email address with instructions including the projected timing for payment.

If you have questions about the [Treasury Submission Portal](#) or for technical support, please email covidreliefitsupport@treasury.gov. If you have general questions about the Local Assistance and Tribal Consistency Fund please email LATCF@treasury.gov or call 844-529-9527.

Regards,
U.S. Department of the Treasury
Local Assistance and Tribal Consistency Fund Contact Center

Phone: (844) 529-9527
Email: LATCF@treasury.gov
[Treasury's Portal - Login.gov](#)
[Treasury's Portal - ID.me](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Certification

Certification Status - Submitted

Thank you for submitting! The submission will now enter payee verification and the designated point of contact will receive an email if any further corrections are needed as well as when payment is scheduled.

Instructions

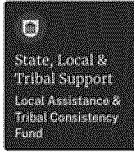
Click [HERE](#) to complete a survey

Payment Information

Certification

[Back: Payment Information](#)

> Help
▼ Record Details
Status
Submitted
Submission Type
LATCF
Submission Name
LATCF-1555
FY22 Allocation Amount
\$50,000.00
Total Allocation Amount
\$100,000.00



Welcome to the Treasury Submission Portal for the Local Assistance and Tribal Consistency Fund (LATCF)

Instructions

On the Payment Information tab, you will be prompted to complete information about the entity for which you are submitting information, including:

Recipient Information - Including Name, Entity Taxpayer Identification Number (EIN) and Unique Entity Identifier (UEI)

Authorized Representative Name & Contact Information

- *The Authorized Representative is the individual with legal authority to bind the Recipient or the Chief Executive Officer of the Recipient. The Authorized Representative will also complete an agreement on behalf of the Recipient.*

Contact Person Name & Contact Information

- *The contact person will receive emails confirming your submission has been received, alerts of any issues with the submission that need resolution, notification of submission approval, and any other action required on behalf of your entity.*

Financial Institution Information - Including Routing and Account Number

- *All entities must submit an ACH routing transit number.*
- *Entities with a Wire routing transit number are asked to submit that information in addition to the ACH routing transit number.*

When the information is updated and complete, proceed to the Certification and Agreement tab to have these forms emailed to your Authorized Representative for signature.

- *The designated Authorized Representative must sign the forms.*
- *The certification and agreement will be emailed directly to the Authorized Representative with instructions to electronically sign and submit the document with DocuSign.*

Instructions

Payment Information

Certification and Agreement

> Help
▼ Record Details
Status
Draft
Submission Type
LATCF
Submission Name
LATCF-1555
FY22 Allocation Amount
\$50,000.00
Total Allocation Amount
\$100,000.00

transit number.

When the information is updated and complete, proceed to the Certification and Agreement tab to have these forms emailed to your Authorized Representative for signature.

- The designated Authorized Representative must sign the forms.
- The certification and agreement will be emailed directly to the Authorized Representative with instructions to electronically sign and submit the document with DocuSign.

When the Authorized Representative signs the certification and agreement, the designated contact person will receive an email notification that the submission has been received and Treasury will begin the submission review process.

Please note: *if using DocuSign*, both the certification regarding economic conditions and the award terms and conditions agreement will receive the same digital signature provided with your submission. *If not using DocuSign*, recipients should confirm that they have provided signatures on both the certification regarding economic conditions and the award terms and conditions agreement separately.

Please note, the allocation amounts displayed on this page include the FY22 Allocation Amount and the Total Allocation Amount (FY22 and FY23 allocation) to the recipient for which you are preparing a submission. The total FY22 and FY23 amount will be displayed on the award terms and conditions agreement that the Authorized Representative must sign. For Tribal governments, the first payment is available immediately and will be made to recipients on a rolling basis, and Treasury expects to make the second payment in fiscal year 2023.

Questions?

If you have questions about the Treasury Submission Portal or for technical support, please visit treasury.gov/LATCF, email covidreliefitsupport@treasury.gov. If you have general questions about the Local Assistance and Tribal Consistency Fund please email LATCF@treasury.gov or call 844-529-9527.

U.S. Department of the Treasury

LATCF@treasury.gov

Next: Payment Information



Local Assistance and Tribal Consistency Fund

Eligible entities, which include eligible revenue sharing counties and eligible Tribal governments, under the Local Assistance and Tribal Consistency Fund, authorized by section 605 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021), may receive direct payment from Treasury by providing the following payment information.

An eligible Tribal government is the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of March 11, 2021 pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131).

Information Import Option

For your convenience, you may now opt to complete the 'LATCF Form' (below) by importing the information from your existing State and Local Fiscal Recovery Funds (SLFRF) application.

[Import Information from SLFRF Application](#)

Progress



Saved

Instructions

Payment Information

Certification and Agreement

Recipient		
Recipient Name	UEI Number (12 Digits)	Taxpayer ID Number (9 Digits)
Okaloosa County Board of County C	Q8K3J6TNHKU6	596000765
Street Address		
1250 North Eglin Parkway, Ste 102		
City	State/Territory	Postal Code +4 (xxxxx-xxxx)
Shalimar	Florida	32579-1296
Type of recipient (choose one):		
Eligible Revenue Sharing County		

Recipient

Recipient Name: Okaloosa County Board of County C
UEI Number (12 Digits): Q8K3J6TNHKU6
Taxpayer ID Number (9 Digits): 596000765

Street Address: 1250 North Eglin Parkway, Ste 102

City: Shalimar
State/Territory: Florida
Postal Code +4 (xxxxx-xxxx): 32579-1296

Type of recipient (choose one):
Eligible Revenue Sharing County

Authorized Representative for the Recipient

First Name: Mel
Last Name: Ponder
Title: Chairman

Phone: 850-651-7105
Email: mponder@myokaloosa.com

Contact Person

First Name: Jane
Last Name: Evans
Title: Grants & RESTORE Manager



Phone: 850-651-7521
Email: jevans@myokaloosa.com

Progress



Saved

Financial Institution Information

Routing Transit Number (ACH) 	Confirm Routing Transit Number (ACH)
<input type="text"/>	<input type="text"/>
Routing Transit Number (WIRE) (Optional) 	Confirm Routing Transit Number (WIRE)
<input type="text"/>	<input type="text"/>
Recipient's Account Number	Confirm Recipient's Account Number
<input type="text"/>	<input type="text"/>
Financial Institution Name	Financial Institution Telephone Number
<input type="text"/>	<input type="text"/>
Financial Institution Address	
<input type="text"/>	

PAPERWORK REDUCTION ACT NOTICE The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is one hour per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., NW, Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

[Back: Instructions](#)

Your Progress is Saved!

[Next: Certification and Agreement](#)

Older info – will still work.

Financial Institution Information

Routing Transit Number (ACH) 	Confirm Routing Transit Number (ACH)
<input type="text"/>	<input type="text"/>
Routing Transit Number (WIRE) <i>(Optional)</i> 	Confirm Routing Transit Number (WIRE)
<input type="text"/>	<input type="text"/>
Recipient's Account Number	Confirm Recipient's Account Number
<input type="text"/>	<input type="text"/>
Financial Institution Name	Financial Institution Telephone Number
<input type="text"/>	<input type="text"/>
Financial Institution Address	
<input type="text"/>	

PAPERWORK REDUCTION ACT NOTICE The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is one hour per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., NW, Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

[Back: Instructions](#)

Your Progress is Saved!

[Next: Certification and Agreement](#)

Updated per Olivia



Certification and Agreement

Certification and Agreement Status - Not Started

The designated Authorized Representative must complete and sign the certification regarding economic conditions and the terms and conditions agreement.

The documents will be emailed directly to the Authorized Representative with instructions to electronically sign and submit the document with DocuSign.

When the Authorized Representative signs the certification regarding economic conditions and award terms and conditions agreement, the designated contact person will receive an email notification that the submission has been received and Treasury will begin the submission review process.

Instructions

Payment Information

Certification and Agreement

> Help
▼ Record Details
Status
Draft
Submission Type
LATCF
Submission Name
LATCF-1555
FY22 Allocation Amount
\$50,000.00
Total Allocation Amount
\$100,000.00

Check the box below to affirm that all information is complete and accurate

By checking this box, I affirm that all information provided is complete and accurate.

Submit with DocuSign

[Click here to certify manually](#)

Back: Payment Information

OMB Approved No. 1505-0276
Expiration Date: March 31, 2023

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

Recipient name and address: Okaloosa County Board of County Commissioners 1250 North Eglin Parkway, Ste 102 Shalimar, Florida 32579-1296	UEI: Q8K3J6TNHKU6 Taxpayer Identification Number: 596000765
Amount of Federal Funds Obligated (Total of Fiscal Year 2022 and Fiscal Year 2023 Tranches): \$100,000.00 Total Amount of Federal Funds Obligated: \$100,000.00 The Federal Award Date is the date of the Recipient's signature below, provided that all other conditions of the award have been met.	Assistance Listing Number: 21.032 Assistance Listing Title: Local Assistance and Tribal Consistency Fund

Section 605(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Local Assistance and Tribal Consistency Fund

Recipient hereby agrees, as a condition to receiving such payments from Treasury, to the terms attached hereto.

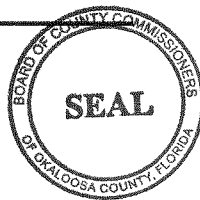
Recipient: Okaloosa County Board of County Commissioners



Authorized Representative: Mel Ponder

Title: Chairman

Date Signed: November 15, 2022



U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND
AWARD TERMS AND CONDITIONS FOR ELIGIBLE REVENUE SHARING COUNTY GOVERNMENTS

1. Payment of Funds.

- a. Recipient understands that the Department of the Treasury (Treasury) will disburse funds under this award (the award funds) in two tranches, subject to any remedial actions taken pursuant to section 7 or any offsets imposed to satisfy any debt owed pursuant to section 9 of these award terms and conditions.
- b. In addition to the limitations provided in paragraph (a), payments under this award will be subject to the availability of funding, and, should the provisions of section 605 of the Social Security Act (42 U.S.C. § 805) addressing allocations or recipient eligibility be amended or the amount of the appropriation for implementation of such section be reduced, Treasury may reallocate the amount of the appropriation that remains available and adjust Recipient's total award amount accordingly. In the event Recipient's total award amount is reduced, the amount of a second tranche payment may be reduced to account for the receipt of amounts disbursed in the first tranche.
- c. If eligible revenue sharing county governments other than Recipient decline or do not claim the amounts allocated to them by Treasury from the Local Assistance and Tribal Consistency Fund, Treasury may supplement this award with an additional allocation to Recipient. The amount of this additional allocation will be determined by Treasury in its discretion as provided in section 605 of the Act and will be subject to the limitations provided in paragraphs a and b.
- d. Any change in an allocation will be deemed an amendment to this award to increase or decrease the total award amount, as applicable, unless, in the case of an increased allocation, Recipient declines the increased total award amount.

2. Use of Funds.

- a. The award funds may be used to cover any cost incurred on or after March 15, 2021, for any governmental purpose other than a lobbying activity, as provided in paragraph b.
- b. Recipients may not use the award funds directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation.
- c. Recipient must expend and account for the funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to Recipient's expenditure of and accounting for its own funds.

3. Reporting. Recipient agrees to submit an annual project and expenditure report to Treasury for this award in the form provided by Treasury. Recipient acknowledges total award and expenditure amounts may be publicly disclosed.

4. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

5. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 605 of the Act and guidance issued by Treasury regarding the Local Assistance and Tribal Consistency Fund program. Recipient acknowledges that the funds constitute federal financial assistance and are subject to federal law applicable to federal financial assistance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders in the course of its use of the award funds.
- b. Federal regulations applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;
- vi. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F (Audit Requirements).
- vii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, Subparts A, B, and D, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- viii. The provisions of Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 applicable to executive compensation but not to subawards, pursuant to which the subsections of the award term set forth in Appendix A to 2 C.F.R. Part 170 applicable to executive compensation are hereby incorporated by reference.
- ix. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- x. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- xi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- xii. Generally applicable federal environmental laws and regulations.

6. Maintenance of and Access to Records.

- a. Recipient will maintain records and financial documents sufficient to evidence compliance with section 605 of the Act, this award agreement, and implementing guidance issued by Treasury for a period of five (5) years after all funds have been expended or returned to Treasury.
- b. Recipient acknowledges that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office or their authorized representatives will have the right of access to records of Recipient in order to conduct audits or other investigations.

7. Remedial Actions. In the event of Recipient's noncompliance with section 605 of the Act, these terms and conditions, other applicable laws, guidance, or any reporting or other program requirements, Treasury may take any of the following remedies:

- A. Impose additional conditions on the receipt of the second tranche of the award;
- B. Temporarily withhold the second tranche of the award in whole or in part;
- C. Require recoupment of payments under this award;
- D. Terminate the Federal award;
- E. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Treasury regulations; and
- F. Take other remedies that may be legally available.

8. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by Treasury to be subject to a repayment obligation and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph (a). Treasury will take any actions available to it to collect such a debt.

10. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

11. Amendments.

- a. The terms of this award may be amended with the written approval of Recipient and Treasury.
- b. In addition, Treasury reserves the right to amend the terms of this award if required by U.S. law or regulation without the consent of Recipient.
- c. Notwithstanding the above, Treasury may, upon reasonable notice to Recipient, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

PAPERWORK REDUCTION ACT NOTICE

The estimated burden associated with the collection of information provided for in section 6 of the terms and conditions is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



Instructions

Payment Information

Certification

Certification

Certification Status - Not Started

The designated Authorized Representative must complete and sign the award terms and conditions agreement.

Please click on the download link below to generate a filled pdf of the award terms and conditions agreement.

An Authorized Representative of the eligible applicant with legal authority to bind the eligible applicant must sign the award terms and conditions agreement. There are multiple signatures required. Please review the entire document, and upload a copy of the signed and scanned document below.

Manual Certification Option

[Download Agreement](#)

Upload Agreement Below:

Upload Required Doc(s)

[Upload Files](#) **Or drop files**

<input type="checkbox"/> Title	<input type="checkbox"/> Upload Date	<input type="checkbox"/> View Uploaded File
<input type="checkbox"/> Okaloosa County FL LATCF partially executed	Nov 18, 2022	View Uploaded File

Check the box below to affirm that all information is complete and accurate

By checking this box, I affirm that all information provided is complete and accurate.

[Submit Certification](#)

[Click here to certify with DocuSign](#)

[Back: Payment Information](#)

Help
Record Details
Status
Draft
Submission Type
LATCF
Submission Name
LATCF-1555
FY22 Allocation Amount
\$50,000.00
Total Allocation Amount
\$100,000.00



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: November 15, 2022
TO: Honorable Chairman and Members of the Board
FROM: Faye Douglas, OMB Director.
SUBJECT: Acceptance of Treasury LATCF \$100,000 Award

STATEMENT OF ISSUE: Okaloosa County is seeking acceptance of a Local Assistance and Tribal Consistency Fund (LATCF) Award from the United States Department of the Treasury (UST) for \$100,000.

BACKGROUND: On September 29, 2022, Okaloosa County received notice from UST their LATCF award was available for request. Eligible costs are incurred on or after March 15, 2021. There is no matching requirement with these funds. Okaloosa County will receive two \$50,000 payments.

Per the LATCF guidance, a non-exhaustive list of example activities that fulfill a governmental purpose include, but are not limited to:

- Provision of health services, educational services, court services, police, fire, emergency medical, and other public safety services, utilities or sanitation services, and direct assistance to households (including cash assistance);
- Capital expenditures on core facilities and equipment, including in housing and community development (e.g., schools, hospitals, childcare facilities, and parks and recreation facilities), public safety facilities and equipment (e.g., police vehicles), and government administration buildings;
- Infrastructure investments, including roads, bridges, water and sewer systems, utility systems, airports, public transit, and technology infrastructure;
- Long-term economic development activities, including affordable housing development, workforce development and other programs to strengthen local communities undergoing economic transitions;
- General government operations, such as general government administration, personnel costs, administrative facilities, record keeping, tax assessments, or election administration; and
- Meeting another federal program's non-federal match or cost-sharing requirements, unless barred by statute or other applicable law (as detailed further in this guidance).

The award acceptance and reporting will be performed through the Treasury Local, State and Tribal Portal. This portal designates the Chairman as the authorizing official.

OPTIONS: The Board may approve or disapprove the award.

RECOMMENDATIONS: Motion for the Chairman to accept the UST Local Assistance and Tribal Consistency Fund Award and sign all future documents associated with this award for the term of the award.

Jane Evans

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, October 31, 2022 9:11 AM
To: Jane Evans
Cc: Greg Stewart; Lynn Hoshihara
Subject: RE: G489 - Legal Coordination - Award for LATCH 11.15.22 Board Meeting

This is approved for legal purposes.

Kerry A. Parsons, Esq.



1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
[Kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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From: Jane Evans <jevans@myokaloosa.com>
Sent: Friday, October 28, 2022 5:45 PM
To: Greg Stewart <gstewart@myokaloosa.com>; lhoshihara@myokaloosa.com; Parsons, Kerry <KParsons@ngn-tally.com>
Subject: G489 - Legal Coordination - Award for LATCH 11.15.22 Board Meeting

Please review the attached [Award for US Treasury Local Assistance and Tribal Consistency Fund.](#)

The Chairman may sign manually or by DocuSign. I will confirm with him before I do the Agenda Request.

The date populated because I had to click sign manually in order to get the attached but he can still change to DocuSign.

Thank you,
Jane

Jane Evans
Grants and RESTORE Manager
Office of Management and Budget
1250 North Eglin Parkway
Suite 102
Shalimar, FL 32579
Phone: 850-651-7521
Fax: 850-651-7551
Internal Courier: CAO-S/Grants
Email: jevans@myokaloosa.com

RESOLUTION 23 - 33

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY; FINDING THE USE OF FUNDS FOR THE ATTAINABLE WORKFORCE HOUSING STRATEGIC PLAN TO BE AN ALLOWABLE USE UNDER THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND GRANT; PROVIDING FOR APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Okaloosa County is a recipient of Local Assistance and Tribal Consistency Fund (LATCF) funding through the American Rescue Plan Act; and

WHEREAS, the LATCF grant funding is administered through U.S. Department of Treasury which has provided guidance on the use of the LATCF funds; and

WHEREAS, the U.S. Department of Treasury in its latest publication *Guidance for the Local Assistance and Tribal Consistency Fund* (updated Feb. 2023) (Guidance), states that “[r]ecipients may maintain or expand public services – such as health, educational, **housing**, and public safety services – to their communities with these funds”; and

WHEREAS, in the non-exhaustive list of examples provided in the Guidance of activities to fulfill a governmental purpose included is “long-term economic development activities, **including affordable housing development**, workforce development and other programs to strengthen local communities undergoing economic transition;”

WHEREAS, the County is in the process of obtaining an Attainable Workforce Housing Strategic Plan that specifically addresses affordable housing development within Okaloosa County which has transitioned into an even greater need due to economic factors within the community.


NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Okaloosa County as follows:

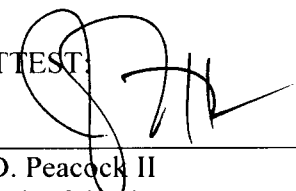
1. Okaloosa County finds that use of LATCF grant funds on an Attainable Workforce Housing Strategic Plan to be an allowable use of the funds.

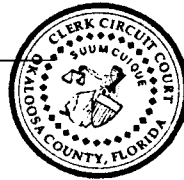
2. The Resolution shall take effect immediately upon adoption.

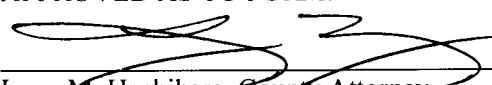
ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, THIS 14th DAY OF MARCH 2023.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

By: 
Robert A. "Trey" Goodwin III, Chairman

ATTEST: 
By: _____
J.D. Peacock II
Clerk of the Court



APPROVED AS TO FORM:
By: 
Lynn M. Hoshihara, County Attorney