

**AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA  
AND PORTER ROOFING CONTRACTORS, INC.**

(Federal Funding)

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made this 25<sup>th</sup> day of May, 2021 by and between Santa Rosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 6495 Caroline Street, Milton, FL 32570, and Porter Roofing Contractors, Inc, a for profit organization, authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 62-1037198.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide County Wide Roofing ("Services"); and

**WHEREAS**, Request for Proposals 21-024, County Wide Roofing; 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 fully described in the exhibits attached to this contract.

**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" – Invitation to Bid 21-024 and Contractors Scope of Services

Attachment "B" – Insurance Requirements;

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

Attachment "D" – Scrutinized Companies Certification;

Attachment "E" – Special Conditions – Additional Federal Requirements;

**2. Services.** Contractor agrees to perform various roof replacement and repairs throughout Santa Rosa County on an as needed basis. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and 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

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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.** The term of this Agreement shall begin upon approval of the Board of County Commissioners, and shall continue for a period of One (1) year from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 23 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may not be renewed; or

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two, one year renewals.

**4. Compensation.** Compensation and the manner of payment of such compensation by the County for Services rendered hereunder by Contractor shall be as prescribed in the Contractor's Scope of Services, Attachment B, and the total amount to be paid for all services and materials shall not exceed the amount set forth in the approved Task Orders.

- a. Contractor shall submit an invoice to the County upon completion of each task. The invoice shall 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:

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 Santa Rosa 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 WANDA PITTS, (850) 963-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov), 6945 Caroline Street, Milton, FL 32570.**

**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:

<b>If to the County:</b>		<b>With a copy to: Facilities 4530 Spikes Way Milton, FL 32583</b>
<b>If to the Contractor:</b>		<b>Porter Roofing Contractors, Inc. 4930 Glover Lane Milton, FL 32570</b>

**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.

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**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](http://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

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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.

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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.

**27. Grant or Agreement Requirements.** Through the course of this Agreement the County may be awarded state or federal grants that may fund some or all of the Services to be provided under this Agreement. Contractor will be provided a copy of the executed grant agreement and agrees to comply with all the requirements of the grant agreement.

**28. 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.

29. **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.

30. **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.

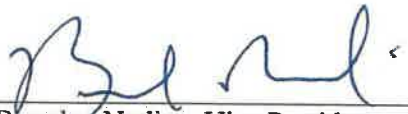
31. **Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the 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.

WITNESS:

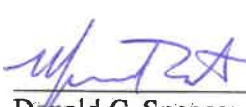
  
Signature

Luke Nodine  
Print Name

BY:   
Brandon Nodine, Vice President

ATTEST:

SANTA ROSA COUNTY, FLORIDA

 Michael Burton for  
Donald C. Spencer, Clerk of Court

BY:   
David C. Piech, Chairman



**Attachment "A"**

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SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

COPY

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

BID SUBMISSION CHECKLIST

SRC Form Toc 026\_01\_091619

RFP 21-024 County Wide Roofing
Contractor: Porter Roofing Contractors, Inc

- x Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
x 1 Original Bid Package and 4 Copies with 1 Electronic Copy in .pdf on a CD or USB Drive
x Bid Submittal Checklist attached to top of Original Bid Package
x Addendum (s) if any
x Cone of Silence
x Sworn Statement Public Entity Crimes
x Debarment Form
x References Form
x Conflict of Interest Form
x Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
x Proof of current Federal System of Award Management (SAM) registration
x Proof of Registration with State of Florida Division of Corporations (Sunbiz.org)
x Proof of State of Florida Roofing Contractors license
x E-Verify Employment Eligibility Verifications System -confirm eligibility of all employees.

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION

Firm: Porter Roofing Contractors, Inc.

By: Brandon Nodine

Signature: [Handwritten Signature] (Print)

Title: Vice President

Date: April 27, 2021

# “RFP 21-024 County-Wide Roofing”

Proposed by:

**Porter Roofing Contractors, Inc.**

4930 Glover Lane

Milton, FL 32570

Brandon Nodine | p (850)203-1994 | f (850)203-1995

[brandon@porter-roofing.com](mailto:brandon@porter-roofing.com)

April 27, 2021 10:00 AM



# Porter Roofing Contractors, Inc.

[www.porter-roofing.com](http://www.porter-roofing.com)

4/27/2021

## Re: RFP 21-024 County Wide Roofing

Please see outlined below and attached the requested information regarding our firm. Additional Information is available upon request.

### Legal and General Information:

#### *Corporate Office/Mailing Address*

Porter Roofing Contractors, Inc.  
9057 Manchester Highway  
Morrison, TN 37357

Phone: (931)668-2298  
Toll Free: (800)830-9913  
Fax: (931)668-2296  
[www.porter-roofing.com](http://www.porter-roofing.com)

FEIN: 62-1037198

D&B: 09-567-2697

#### Established:

1978 – A Tennessee Corporation for 43 Years (No Former Names and/or Aliases)

#### Responsible Office Location:

Porter Roofing Contractors, Inc.  
4930 Glover Lane  
Milton, FL 32570

Phone: (850)203-1994  
Fax: (850)203-1995

Average Number of Employees at this location is average of (26). Additional workforce may be pulled from other locations if the project(s) require and/or during emergency responses to natural disasters. We have a total of (5) office locations with a workforce of approximately (160) employees and pre-qualified sub-tiers (only if needed) to complete needs of work scope(s)/

FL Lic # CCC1326591

Business Classification: Large

9057 Manchester Hwy  
Morrison, TN 37357  
931.668.2298

421 Ash Street  
Murfreesboro, TN 37130  
615.867.8663

2505 East 43<sup>rd</sup> Street #4  
Chattanooga, TN 37407  
423.867.3497

4930 Glover Ln.  
Milton, FL 32570  
850.203.1994

4499-2 Columbia Rd.  
Martinez, GA 30907  
706.303.4752



# Porter Roofing Contractors, Inc.

www.porter-roofing.com

## Tab # 3

4/27/2021

### Re: RFP 21-024 County Wide Roofing

Please see outlined below and attached the requested information regarding our firm. Additional Information is available upon request.

Porter Roofing Contractors, Inc. has decades of experience working with all roof systems using all major manufacturers. We work with and are top tier installers for the following manufactures including (but not limited to): Soprema, FiberTite, Sarnafil, Carlisle, Firestone, Johns Manville, Flex, ER Systems, GAF, Siplast, Trucco, Pac-Clad, Una-Clad, McElroy Metals and many more.

Our experience with the following roof systems are substantial with the following products to include (but not limited to): Sheet metal, Metal 5V Crimp Panels, Standing Seam Metal Roofing, Insulating Aluminum Panels, Aluminum Pan, Smooth Modified, Granular Modified, Shingle (3-tab and dimensional), PVC, TPO, KEE Membranes, Fibertite, Sarnafil, Concrete, LWIC, PolyISO, Perlite, Wood decking, Metal Decking, etc.)

All projects completed have manufacturer and code approvals. With over 40 years in business, our firm is a proven leader in the roofing business in the Southeast United States.

We receive multiple awards and recognition each year for the volume, quality and safety for each project.

We also have ample inventory and a distribution network with minimizes the chance of supply issues. This is critical in maintaining project costs and scheduling.

All letters of authorization or endorsements are available upon request.

9057 Manchester Hwy  
Morrison, TN 37357  
931.668.2298

421 Ash Street  
Murfreesboro, TN 37130  
615.867.8663

2505 East 43<sup>rd</sup> Street #4  
Chattanooga, TN 37407  
423.867.3497

4930 Glover Ln.  
Milton, FL 32570  
850.203.1994

4499-2 Columbia Rd.  
Martinez, GA 30907  
706.303.4752





# Porter Roofing Contractors, Inc.

www.porter-roofing.com

## Tab 4: Company Staffing Structure - Experience

### **Eric Cason – President**

Eric has over 20 years of experience in the commercial roofing industry. He oversees all fiscal and operational activities of the company both directly and by delegation. His skills include extensive knowledge of commercial roofing systems and solutions, project management, estimates, budgeting, and consultation. He is a Registered Roof Observer (RRO), COSS certified, a first and third party Thermal Imaging certified operator, and expert witness for industry litigations. He holds many of the highest awards from many roofing manufacturers for quality installations. Eric is an expert in FL Building Codes, Factory Mutual Insured projects and disaster response efforts. Eric graduated from the prestigious FEI program of studies.

### **Dave Collins – Senior Vice President/CFO**

Dave has 9 years of experience in the commercial roofing industry and over 20 years in the commercial construction industry. He oversees the company's financials, business development, marketing and sales along with extensive involvement in operations, contract proposals, leak investigations, negotiations, property management and roof maintenance programs. He is COSS certified, a graduate of Clemson and the prestigious FEI program of studies.

### **Rodney Cadorette – Vice President/COO**

Rodney has almost 30 years of experience in the commercial roofing industry. He oversees daily operations, oversees a staff of project managers, estimators, superintendents, foremen and crews. He is also the Estimator and Senior Project Manager on the much anticipated new home of the Atlanta Falcons' Mercedes Benz Stadium roofing project. He has worked as an inspector, trainer and technical services representative for a global roof system manufacturer and excels at highly complex roof and wall panel systems. He and his projects have achieved awards and recognition from many industry associations and experts and can boast the largest Fleece Back EPDM sales by volume in the United States from 2006-2008. He is COSS certified and will soon graduate from the prestigious FEI program of studies.

### **Brandon Nodine – Florida Branch Manager/Vice President**

Brandon has over 10 years of experience in the commercial roofing industry and 20 years in the commercial construction and heavy equipment industry. He oversees all aspects of the Florida Office based in Gulf Breeze, FL. He handles business development, estimating, sales, project management and Human Resources for his assigned area of operation. He also lends his experience and support to the company's fleet and equipment needs and its ongoing commitment to safety training and implementation. He is a licensed UAS Drone Pilot and OSHA Outreach Certified Trainer.

2454 Nashville Hwy  
McMinnville, TN 37110  
931.668.2298

421 Ash Street  
Murfreesboro, TN 37130  
615.867.8663

2505 East 43<sup>rd</sup> Street #4  
Chattanooga, TN 37407  
423.867.3497

1845-A Cowen Road  
Gulf Breeze, FL 32563  
850.203.1994

### **Fred Lowery – Superintendent**

Fred has over 50 years of experience in the commercial roofing industry. He oversees the daily field operations for the Florida Office based in Milton, FL. He conducts building envelope and roof assessments, leak investigations and compiles recommendations and proposals for submittal to clients. He has served for many years as the main and direct contact for Santa Rosa County Schools Roof Maintenance Program, and as such has a proven track record of prompt service, resourcefulness and integrity. He has vast experience working in High Wind and Hail zones requiring expertise in both product approvals and proper installations. His expertise and commitment to quality work and responsiveness are requested by our clients repeatedly.

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### **Frank Hyde – Foreman**

Frank has almost 30 years of experience in the commercial roofing industry. He has extensive knowledge of many roof systems including single-ply membranes and metal. His experience and craftsmanship are used to deliver quality systems to our clients

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### **Pat Brown – Maintenance Foreman**

Pat has 20 years of experience in the commercial roofing industry. He has extensive knowledge of many roof systems including single-ply membranes, Built-Up and Modified Bitumen. He experience, knowledge and dependability are used to deliver quality systems to our clients.

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### **Curtis Jones – Superintendent**

Curtis has 40 years of experience in the commercial roofing industry. He has extensive experience in field operations, project coordination and scheduling, warranty and punch list closeouts. He handles low-sloped field operations for the company and is a true professional and communicator from field to management and field to owner or GC. He is COSS certified and a certified crane operator. His many years of experience has contributed to client satisfaction and long-lasting partnerships.

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### **Ronnie Jacobs – Superintendent**

Ronnie has 40 years of experience in the commercial roofing industry. He has extensive experience in field operations, project coordination and scheduling, warranty and punch list closeouts. He handles steep-slope metal field operations, wall panel system designs and installations, ES-1 certified fabrication shop operations and design/modification needs for the company. He has an extensive background in structural and PEMB steel erection. He is COSS certified and a certified crane operator. His many years and vast knowledge has contributed to high profile completions and recognition from industry experts and our clients for timely and quality delivery of their projects.

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## **Porter Roofing Contractors, Inc.**

[www.porter-roofing.com](http://www.porter-roofing.com)

2454 Nashville Hwy  
McMinnville, TN 37110  
931.668.2298

421 Ash Street  
Murfreesboro, TN 37130  
615.867.8663

2505 East 43<sup>rd</sup> Street  
Chattanooga, TN 37407  
423.867.3497

1845-A Cowen Road  
Gulf Breeze, FL 32563  
850.203.1994



# Porter Roofing Contractors, Inc.

www.porter-roofing.com

## Tab 5 – References

*(all projects below represent 2,000 SF – 1,000,000 SF)*

Shaw Industries  
Colby Henton  
616 E. Walnut Ave  
Dalton, GA  
Phone: 706-618-5842  
[colby.henton@shawinc.com](mailto:colby.henton@shawinc.com)

Bridgestone America  
Greg Brittain  
1201 Bridgestone Pkwy.  
LaVergne, TN  
Phone: 615-838-1008  
[brittainGreg@bfusa.com](mailto:brittainGreg@bfusa.com)

Erlanger Health System  
Marc Thomas  
975 East 3<sup>rd</sup> St.  
Chattanooga, TN  
Phone: 423-802-1740  
[marc.thomas@erlanger.org](mailto:marc.thomas@erlanger.org)

Huntsville City Schools  
200 White St.  
Huntsville, AL  
Consultant: Stephen Ward & Associates  
Kevin Turner  
128 Jetplex Circle  
Madison, AL  
Phone: 256-774-3565  
[kturner@swa-consultants.com](mailto:kturner@swa-consultants.com)

KCDC  
Kim Clark  
901 N. Broadway  
Knoxville, TN  
Phone: 865-755-5974  
[kclark@kcdc.org](mailto:kclark@kcdc.org)

City of Huntsville  
Greg O'rear  
700 Monroe St SW  
Huntsville, AL  
Phone: 256-261-9249  
[greg.orear@huntsvilleal.gov](mailto:greg.orear@huntsvilleal.gov)

Denso Manufacturing  
Chuck Patterson  
1720 Robert C. Jackson Dr.  
Maryville, TN  
Phone: 865-982-7000  
[charles\\_patterson@denso-diam.com](mailto:charles_patterson@denso-diam.com)

Marshall County Board of Education  
700 Jones Circle  
Lewisburg, TN  
Consultant: Stephen Ward & Associates  
Kevin Turner  
128 Jetplex Circle  
Madison, AL  
Phone: 256-774-3565  
[kturner@swa-consultants.com](mailto:kturner@swa-consultants.com)

2454 Nashville Hwy  
McMinnville, TN 37110  
931.668.2298

421 Ash Street  
Murfreesboro, TN 37130  
615.867.8663

2505 East 43<sup>rd</sup> Street #4  
Chattanooga, TN 37407  
423.867.3497

1845-A Cowen Road  
Gulf Breeze, FL 32563  
850.203.1994

## REFERENCES FORM

*SRC Procurement Form Memo 024\_00\_082719*

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME Porter Roofing Contractors, Inc.  
PROPOSAL POINT OF CONTACT Brandon Nodine PHONE (850)203-1994  
EMAIL brandoni@porter-roofing.com

### REFERENCE I.

PROJECT NAME: County Wide Roofing Contract  
AGENCY: Santa Rosa County School District  
ADDRESS: 39 - Campuses  
CITY, STATE, ZIP CODE: Various  
CONTACT PERSON: Rick Grimes  
TITLE: Maintenance Foreman  
EMAIL: grimesr@santarosa.k12.fl.us  
TELEPHONE: (850)983-5120  
PROJECT COST: Estimated \$1.5mm/Year  
COMPLETION DATE: Ongoing - 5 year renewable

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)  
Preventative Maintenance, small and large repairs, roof replacements, BUR, PVC, Metal and Shingle Roofing

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):  
Brandon Nodine - Directing and managing all terms of contract, pricing, procurement, scheduling and completion  
Ashley Morris - Scheduling, billing, AP and administrative functions to support the contract as outlined  
Luke Nodine - Day to day scheduling and safety for all scopes of this contract  
Fred Lowery - Field Management and Quality Control for all scopes of this contract

**REFERENCE II.**

PROJECT NAME: County Wide Roof Maintenance & Repairs  
AGENCY: Metro Nashville Public Schools  
ADDRESS: Multiple Campuses  
CITY, STATE, ZIP CODE: Nashville, TN 37204  
CONTACT PERSON: Ryan Wahaib  
TITLE: Roof Asset Manager  
EMAIL: ryan.wahaib@mnps.org  
TELEPHONE: (629)333-4484  
PROJECT COST: NTE \$5mm  
COMPLETION DATE: 5 year contract through 2026

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

Preventative Maintenance, small and large repairs, major repairs and roof replacements

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Jesse Etheridge - Director of Maintenance will be involved if roof scans or surveys are required

**REFERENCE III.**

PROJECT NAME: Elkhart (East Bay) K-8 School  
AGENCY: Culpepper Construction  
ADDRESS: 2535 Elkhart Drive  
CITY, STATE, ZIP CODE: Gulf Breeze, FL 32563  
CONTACT PERSON: Andrew Green  
TITLE: Project Manager  
EMAIL: agreen@culpeppercc.com  
TELEPHONE: (850)210-2342  
PROJECT COST: \$1,695,000.00  
COMPLETION DATE: March 2021

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

Installed new BUR (Soprema) Roof System and Metal Wall Panels

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Brandon Nodine - Project Executive (Estimated, proposed, managed and closed within project schedule

Ashley Morris - Project Administrative Assistant, handled ODP Program with SRC Schools and Contractor

Fred Lowery - Field management and quality control. Able to complete within schedule and budget

**REFERENCE IV.**

PROJECT NAME: Cordova Mall  
AGENCY: Simon Properties  
ADDRESS: 5400 N 9th Avenue  
CITY, STATE, ZIP CODE: Pensacola, FL 32504  
CONTACT PERSON: Orlando Noda  
TITLE: Operations Manager  
EMAIL: orlando.noda@simon.com  
TELEPHONE: (850)501-3473  
PROJECT COST: \$460,000  
COMPLETION DATE: January 2021

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

Preventative Maintenance, leak repairs, TPO Roof Recovery, Roof Replacement

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Brandon Nodine - Oversees contract completion  
Fred Lowery - Field Management and supervision, quality control

**REFERENCE V.**

PROJECT NAME: Santa Rosa County Courthouse  
AGENCY: Santa Rosa County  
ADDRESS: 6865 Caroline Street  
CITY, STATE, ZIP CODE: Milton, FL 32570  
CONTACT PERSON: Rod Hardy  
TITLE: Structural Supervisor  
EMAIL: rodh@santarosa.fl.gov  
TELEPHONE: (850)232-3365  
PROJECT COST: \$71,000  
COMPLETION DATE: October 2020

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

Hurricane Sally Repairs to roof blow-off. Re-roofed with Soprema BUR and sheetmetal

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Brandon Nodine - Estimating, management, emergency procurement and response  
Fred Lowery - Field oversight and quality control. Restored building to water tight condition

# CONE OF SILENCE FORM

SRC Procurement Form COS 013\_01\_091619

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 Procurement 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 Procurement Officer or an appointed representative. It shall be the Procurement Officers 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.**

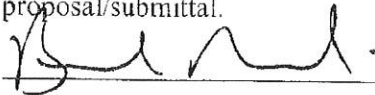
All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, Brandon Nodine representing Porter Roofing Contractors, Inc.

(Print)

(Company)

On this 27th day of April 2021 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.



(Signature)

**SWORN STATEMENT UNDER SETION 287.133 (3) (A)**  
**FLORIDA STATUTE ON PUBLIC ENTITY CRIMES**

*SRC Procurement Form SSPEC 016 01 091619*

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

1. This sworn statement is submitted with Bid, Proposal or Contract for: \_\_\_\_\_  
RFP 21-024 County Wide Roofing
2. This sworn statement is submitted by, Porter Roofing Contractors, Inc., whose business address is, 4930 Glover Lane Milton, FL 32570, and (if applicable) Federal Employer Identification Number (FEIN) is 62-1037198 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is Brandon Nodine and my relationship to the entity named above is Vice President (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records 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 Paragraph 287 .133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly 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 paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract 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, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

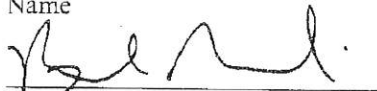


- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1,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

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

Brandon Nodine

Name



Signature

April 27, 2021

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed ~~his/her signature~~ at the space provided above on this day of April 27, 2021, and is ~~personally known to me~~, or has provided \_\_\_\_\_ as identification.

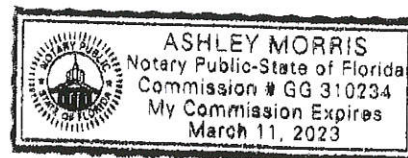
STATE OF FLORIDA

COUNTY OF: Santa Rosa

My Commission expires: March 11, 2023



Notary Public

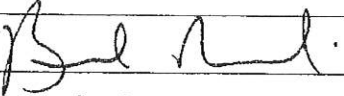


# DEBARMENT FORM

*SRC Procurement Form Debar 022\_00\_082719*

## Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Brandon Nodine Title: Vice President  
Signature:   
Firm: Porter Roofing Contractors, Inc.  
Street Address: 4930 Glover Lane  
City: Milton  
State: FL Zip Code: 32570  
Solicitation Name RFP 21-024 County Wide Roofing # XX-XXX 21-024

# CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027\_00\_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa 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.

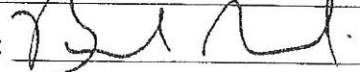
Yes: \_\_\_\_\_ No:   X  

Name(s)	Position(s)
_____	_____
_____	_____
_____	_____
_____	_____

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

FIRM NAME: Porter Roofing Contractors, Inc.

BY (PRINTED): Brandon Nodine

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS: 4930 Glover Lane Milton State FL Zip Code 32570

PHONE NO: (850)203-1994

E-MAIL: brandon@porter-roofing.com

Date: April 27, 2021

Insurance Checklist

Proposal/Project Reference RFP 21-024 County-Wide Roofing

Required Coverage (Marked by "X")

Minimum Limits

- |   |   |
|---|---|
| 1. <u>X</u> Workers Compensation<br>Proprietor/Executive Officers Exclusion not allowed   | \$100,000. Employers Liab.<br>\$100,000. Accident -Disease<br>\$500,000. Disease policy Limit |
| 2. <u>X</u> Commercial General Liability<br>Including Premises operations-Products completed ops<br>Contractual Liability and Personal and advertising<br>Liability | \$1,000,000. CSL<br>\$2,000,000. Annual Aggregate   |
| 3. <u>X</u> Automobile Liability – including Hired and Non-Owned  | \$1,000,000. CSL  |
| 4. <u>X</u> Professional Liability coverage   | \$1,000,000. Per Occurrence   |
| 5. <u>X</u> Asbestos Removal Liability  | \$2,000,000. Per Occurrence   |
| 6. <u>X</u> Medical Malpractice   | \$1,000,000 Per Occurrence  |
| 7. <u>X</u> Garage Liability  | \$1,000,000. BI/PD- Occurrence  |
| 8. <u>X</u> Garage Keepers Liability  | \$500,000. Comprehensive<br>\$500,000. Collision  |
| 9. <u>X</u> Inland Marine- Bailee's Insurance   | \$ <u>2,000,000</u>   |
| 10. <u>X</u> Moving and Rigging Floater   | Endorsement to CGL  |
| 11. <u>X</u> Crime/Dishonesty Bond  | \$ <u>25,000</u>  |
| 12. <u>X</u> Builders Risk/Installation Floater – Provide coverage in Full amount of Contract.  |   |
| 13. <u>X</u> Owner's Protective Liability   | \$ <u>N/A</u>   |
| 14. <u>X</u> Excess/Umbrella Liability  | \$ <u>10,000,000</u>  |



PORTROO-01

LINMA1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2021

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

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

PRODUCER Athens Insurance 110 W. Washington Avenue Athens, TN 37303	CONTACT NAME:	
	PHONE (A/C. No, Ext): (423) 745-3062	FAX (A/C. No): (423) 745-8888
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : State Auto Insurance Co.		25127
INSURER B : Brickstreet Insurance		12372
INSURER C : Argonaut Midwest Insurance Com		19828
INSURER D : Columbia Casualty		31127
INSURER E :		
INSURER F :		

INSURED  
Porter Roofing Contractors Inc.  
9057 Manchester Highway  
Morrison, TN 37357

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. SUBR. INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PBP2894604	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP2481523	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		PBP2894604	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WCB1031817	5/1/2020	5/1/2021	<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
C	Workers Compensation		WC928628724834	5/1/2020	5/1/2021	Workers Compensation \$ 1,000,000
D	Errors & Omissions		CEO591913072	8/31/2020	8/31/2021	E&O \$ 2,000,000

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

## CERTIFICATE HOLDER

Santa Rosa County  
6494 Caroline Street  
Suite L  
Milton, FL 32583

## 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

*Allen Carter*

Ron DeSantis, Governor



Halsey Beshears, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**CASON, ERIC DAVID**

PORTER ROOFING CONTRACTORS, INC  
9057 MANCHESTER HWY  
MORRISON TN 37857

LICENSE NUMBER: CCC1326591

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2020 2021

# SANTA ROSA COUNTY BUSINESS TAX RECEIPT

RECEIPT NUMBER INT-20-00208600

ACCOUNT NO  
67320

MACHINES ROOMS SEATS EMPLOYEES  
9007 CONTRACTOR (CONTRACTOR-ROOFING)

EXPIRES  
SEPTEMBER 30, 2021

BUSINESS TYPE

BUSINESS ADDRESS

1845 A COWEN RD  
GULF BREEZE, FL 32563

PORTER ROOFING CONTRACTORS INC  
CASON ERIC  
PORTER ROOFING  
9057 MANCHESTER HWY  
MORRISON, TN 37357

RENEWAL

AMOUNT 11.25  
PENALTY 0.00

TOTAL DUE 11.25  
TOTAL PAID 11.25



STAN COLIE NICHOLS, TAX COLLECTOR  
SANTA ROSA COUNTY, FLORIDA

ORIGINAL CHECK HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE - HOLD AT AN ANGLE TO VIEW.

FOLD INFORMATION BELOW BEHIND RECEIPT OR DETACH AND KEEP FOR YOUR RECORDS.



Stan Colie Nichols, Tax Collector  
6495 Caroline Street, Suite E  
Milton, Florida 32570  
(850) 983-1800

BEFORE POSTING YOUR BUSINESS TAX RECEIPT READ ALL INFORMATION CAREFULLY.  
IT IS THE OWNERS RESPONSIBILITY TO ENSURE COMPLIANCE.

# ATHENS INSURANCE

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April 5, 2021

Santa Rosa County  
RFP 21-024 County Wide Roofing

Re: Porter Roofing Contractor, Inc.

Dear Sirs and Madams:

Great American Insurance Company is the surety for the Porter Roofing Contractors, Inc. They have been valued surety client since 2010 and our experience with Porter Roofing Contractors, Inc. has been most satisfactory. We have the ability to accommodate Porter Roofing Contractors, Inc. with contract bonds on simple projects in the \$10,000,000 range with an aggregate limit of \$25,000,000. Larger programs could be considered under the appropriate circumstances.

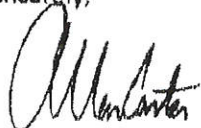
This letter will confirm that Porter Roofing Contractors, Inc. is in "good standing" with the Great American Insurance Company. We welcome the consideration of any bonding request they might have conditioned upon applicable underwriting considerations such as mutually acceptable contract terms and bond forms, confirmation of satisfactory financing, and a favorable review of current underwriting information at the time of the request for bonds.

Great American Insurance Company is rated A+ "Superior" (Class XIV) by AM Best.

Any arrangements for bonds are a matter between Porter Roofing Contractors, Inc. and Great American Insurance Company. We assume no liability to a third party if for any reason we do not execute a bond or bonds.

Please feel free to call if further inquiry is deemed necessary.

Sincerely,



Allen F. Carter  
Agent



Renewal in Process

**FAR Report**  
**Certification for: Porter Roofing Contractors, Inc.**  
**DUNS: 095672697**  
**Certification Validity From: Mon May 06 17:09:32 EDT 2019**  
**To : Sat Jul 04 16:45:46 EDT 2020**

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Barrett Brock, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent Porter Roofing Contractors, Inc. in any of these representations or certifications to the Government.

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

**FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985)**

- (a) The offeror certifies that-
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
    - (i) Those Prices
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
  
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
  - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision Eric Cason, President; Rodney Cadorette, Vice President/COO; Dave Collins, Senior Vice President/CFO; Barrett Brock, Estimator; Don Franklin, Estimator; Jason Sheaffer, Estimator; Brandon Nodine, Gulf Coast Operations; Miguel Robledo, Estimator;
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
  
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**(End of Provision)**

**FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)**

- (a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).
  
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
  
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 on its behalf in connection with the awarding of this contract.
  
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
  
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**(End of Provision)**

2021 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F00000001933

Entity Name: PORTER ROOFING CONTRACTORS, INC.

**Current Principal Place of Business:**

9057 MANCHESTER HWY  
MORRISON, TN 37357

**Current Mailing Address:**

9057 MANCHESTER HIGHWAY  
MORRISON, TN 37357 US

FEI Number: 62-1037198

Certificate of Status Desired: No

**Name and Address of Current Registered Agent:**

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail :**

Title            PRESIDENT  
Name            CASON, ERIC D  
Address        9057 MANCHESTER HWY  
City-State-Zip: MORRISON TN 37357

Title            SECRETARY  
Name            CASON, MELISSA  
Address        9057 MANCHESTER HWY  
City-State-Zip: MORRISON TN 37357

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ERIC CASON

PRESIDENT

01/13/2021

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date

**Attachment "B"**  
**Insurance Requirements**

**Santa Rosa County  
Insurance Requirements  
March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required. This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:

a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

*BW*

**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, 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: 5/25/2021 SIGNATURE:   
COMPANY: Porter Roofing Contractors, Inc. NAME: Brandon Nodine  
(Typed or Printed)  
ADDRESS: 4930 Glover Lane TITLE: VP  
Milton, FL 32570 E-MAIL: brandon@porter-roofing.com  
PHONE NO.: (850) 203-1994



**Attachment "E"**  
**Special Conditions**  
**Additional Federal Requirements**

**Special Conditions**  
**Federal Requirements**  
**Over \$150,000.00 w/Work Safety**

When applicable, the following special conditions may apply to the Agreement and are incorporated herein by reference:

**Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387)** Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA).

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**Byrd Anti Lobbying Amendment (31 U.S. C. 1352)**. The Certification regarding Lobbying executed by Contractor and attached as part of Attachment “A” to the Agreement is hereby acknowledged and made part of the Agreement by reference.

**Work Hour and Safety Standards (40 U.S.C. 3701-3708)**. The Certification regarding Work Hours and Safety Standards executed by Contractor and attached as part of Attachment “A” to the Agreement is hereby acknowledged and made part of the Agreement by reference.

**Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246)**. During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under

this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Davis-Bacon Act (2 CFR Part 200; 29 CFR Part 5).**

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The

Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, may, after written notice to the Contractor, County, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and

weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, County, or Owner, as the case may be, for transmission. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the agency if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, County, or Owner, as the case may be, for transmission to the agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the County or government agency (or the applicant, County, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate,

either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, County, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing

construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.



5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.