

AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA
AND DUNCAN MCCALL INC.
(State Grant Funding)

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 27th, day of April, 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, Suite M, Milton, Florida, 32570, and Duncan McCall, Inc. whose principal place of business is 4400 Bayou Boulevard, Suite 11, Pensacola Florida 32503, whose Federal ID is 59-32986 a Business authorized to do business in the State of Florida (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County is in need of a contractor to provide Marketing and Advertising Services for the primary purpose to protect and enhance military missions while reducing Santa Rosa County dependence on military missions (“Services”); and

WHEREAS, Santa Rosa County issued a Request for Proposals for such services; and

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

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of Forty-Five Thousand Two Hundred Fifty Dollars and Zero Cents (\$ 45,250.00), as further detailed below.

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

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

Attachment “A” – RFP 21-027 and Contractor’s Response;

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

Attachment “C” – Scrutinized Companies Certification;

Attachment “D” – Defense Reinvestment Grant Agreement, State of Florida, Department of Economic Opportunity, Agreement #S0145.

2. Services. Contractor agrees to perform the following services, Marketing and Advertising Services for the primary purpose to protect and enhance military missions while reducing Santa Rosa County dependence on military missions. 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 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 on the date of full execution of this agreement, and shall continue through June 30, 2021, 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.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of Forty-Five Thousand Two hundred Fifty Dollars (\$45,250.00).

- a. Contractor shall submit an invoice to the County upon completion of the services. 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. 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.
- c. 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 by Santa Rosa County as set forth in the Procurement, attached as part of Attachment "A", 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 ten (10) days to cure such default. If the default remains uncured after ten (10) 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 AT (850) 983-1925, wandap@santarosa.fl.gov, 6495 Caroline Street, Suite C, Milton Florida 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:

If to the County:		With a copy to: Santa Rosa County Economic Development office 6491 Caroline St, Ste 4 Milton, FL 32570
If to the Contractor:		Dunkin McCall, Inc. 4400 Bayou Blvd, Suite 11 Pensacola FL, 32503

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

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally,

any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations.

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

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

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

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

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

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

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract

sanctions as it or another applicable state 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. Minority/Women's Business Enterprises and Service-Disabled Veteran Business Enterprises. Contractor is encouraged to use Florida's minority/women and service-disabled veteran businesses as subcontractors or sub-vendors under this Agreement. The directory of Certified Vendor Directory can be accessed from the website of the Department of Management Services, Office of Supplier Diversity at:

http://www/dms/myflorida.com/other_programs/office_of_supplier_diversity_osd.

Contractor when submitted expenditures shall report any expenditures with minority/women and service-disabled veteran businesses. Including the names and addresses of those businesses and the types of goods and services.

17. 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.

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

19. 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.

20. 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.

21. 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.

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

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

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

23. 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.

24. Grant or Agreement Requirements. The County is in receipt of a grant or agreement identified as Defense Reinvestment Grant Agreement, State of Florida, Department of Economic Opportunity, Agreement #S0145 (attached as Attachment "D" and incorporated herein by reference) with Enterprise Florida, Inc. which shall be funding some or all of the Services to be provided under this Agreement. Contractor agrees to adhere to all of the requirements of the Grant or Agreement, including, but not limited to, reports on performance, account for proper use of funds including audit rights pursuant to paragraph 12 and Exhibit D of the Grant Agreement, reporting on the use of minority/women and service disabled-veteran businesses, all of which are incorporated herein by reference.

25. 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.

26. 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.

27. 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.

28. 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.

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

WITNESS:

Danley Pinner
Signature

Danicille Pierce
Print Name

BY: [Signature]
Bryan McCall, Vice President

SANTA ROSA COUNTY, FLORIDA



BY: [Signature]
David C. Piech, Chairman

(ATTEST)

[Signature]
Donald C. Spencer, Clerk of Court

Attachment “A”

RFP 21-027 and Contractor’s Response

Exhibit A

**SANTA ROSA COUNTY,
FLORIDA**



RFP 21-027 Professional Advertising/Marketing Services

April 2021

**OWNER: BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER
ROBERT A. "BOB" COLE
JAMES CALKINS
DAVE PIECH
COLTEN WRIGHT**

**-DISTRICT I
-DISTRICT II
-DISTRICT III
-DISTRICT IV
-DISTRICT V**



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

MEMORANDUM

TO: Company Addressed DATE: April 7, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: **RFP 21-027 Professional Advertising/Marketing Services**

Notice is hereby given that the Santa Rosa County Board of County Commissioners is requesting proposals for marketing and advertising services for the primary purpose to protect and enhance military missions while reducing Santa Rosa County dependence on military missions.

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and **must be received by 10:00 A.M. on April 21, 2021** at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "**RFP 21-027 Professional Advertising/Marketing Services.**" Please provide the original proposal, labeled "ORIGINAL" and one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: www.santarosa.fl.gov/391/Procurement-Office "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at bidinfo@santarosa.fl.gov prior to 4:30 p.m. on April 14, 2021.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida

SECTION II.
RFP INSTRUCTIONS, SUBMITTAL REQUIREMENTS
AND GENERAL RFP REQUIREMENTS

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PRE-PROPOSAL ACTIVITY

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; Bidinfo@santarosa.fl.gov.

All questions or inquiries must be received no later than the last day for questions stated in the RFP & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

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

PROPOSED SCHEDULE

Request for Proposal Published	April 7, 2021
Deadline for Questions	April 14, 2021 @ 4:30 p.m.
Proposals Due	April 21, 2021 @ 10:00 a.m.
Proposal Review/Evaluation	April 21-26, 2021
Recommendation Due	April 26, 2021 (to Procurement)
Notification of Award	April 27, 2021 (Tentatively) Contract contingent on BOCC approval
Award by BOCC	May 11, 2021 (Tentatively)

PREPARATION OF RFP

The respondent shall submit proposals in accordance with the public notice.

Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice may be rejected.

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

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

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

A proposal submitted by a joint venture shall be executed by each joint venture in the manner

indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in proposal submissions.

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

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

The proposal shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be sealed and clearly labeled with the words "**RFP 21-027 Professional Advertising/Marketing Services.**", name of respondent/firm and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the documents if sufficient space is not available. Any modifications or alterations to the original documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

INTERPRETATION

No oral interpretation will be made to any Respondent as to the meaning of the drawings or specifications. Every interpretation made to a Respondent will be in the form of an Addendum to the specifications. Addenda will be furnished to each Respondent, but it shall

be the Respondent's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Responders shall be bound by such Addenda whether or not received by the Responders.

PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All responses will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the response opening. The County may, in its sole discretion, release any response and return the response security prior to the end of this period.

CONDITIONAL & INCOMPLETE PROPOSALS

Santa Rosa County specifically reserves the right to reject any conditional response.

ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this response or resulting contract when deemed to be in the County's best interest.

SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

FAMILIARITY WITH LAWS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

EXAMINATION OF DOCUMENTS AND SITE

Before submitting their proposal, the Respondent shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids to reject any or all proposals with

or without cause and accept the proposal that in its judgment is in the best interest of the County.

DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 2, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the responses, proposals, or final replies, whichever is earlier.

COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in

possession of the respondent upon termination of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-1925, wandap@santarosa.fl.gov; 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

SUSPENSION OR TERMINATION FOR CONVENIENCE

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

FAILURE OF PERFORMANCE/DELIVERY

In case of default by the Vendor, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Vendor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the Vendor from the response list for duration of one (1) year, at the option of the County.

AUDIT

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract. Further respondent shall be required to adhere to all of the auditing requirements as set forth in the Grant Agreement attached, including Exhibit D requirements.

NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

CONE OF SILENCE CLAUSE

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

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

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Responses, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Response of any Responder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Responses, the County

may consider the qualifications of Responders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Response.

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

FORM OF AGREEMENT:

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

Contractor is responsible for submitted along with their response any exceptions it has to the standard terms of contract, within the attached sample contract. Failure to submit exceptions at time of submittal of the response will be considered a waiver by bidder to contest or request exception to the contract provisions. Any exceptions to the standard terms of contract will be taken into consideration as part of the County's review of the response. The County reserves the right to reject bids depending on the substance of the exceptions.

SECTION III.
SANTA ROSA COUNTY DOCUMENTS AND FORMS

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SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

BID SUBMISSION CHECKLIST

SRC Form Toc 026_01_091619

Respondent Name: _____

RFP 21-027 Professional Advertising/Marketing Services

- _____ Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- _____ 1 Original Bid Package and 3 Copies with 1 Electronic Copy in .pdf on a CD or USB Drive
- _____ Bid Submittal Checklist attached to top of Original Bid Package
- _____ Cone of Silence
- _____ Sworn Statement Public Entity Crimes
- _____ Debarment Form
- _____ References Form
- _____ Conflict of Interest Form
- _____ 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.
- _____ Proof of State of Florida business registration (sunbiz.org)

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: _____

By: _____
(Print)

Signature: _____

Title: _____

Date: _____



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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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, _____ representing _____
(Print) (Company)

On this _____ day of _____ 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)



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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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: _____

2. This sworn statement is submitted by, _____, whose business address is, _____, and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is _____ and my relationship to the entity named above is _____ (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.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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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

Name

Signature

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 _____, 20____, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA
COUNTY OF: _____
My Commission expires: _____

Notary Public



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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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: _____ Title: _____

Signature: _____

Firm: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Solicitation Name _____ # XX-XXX _____



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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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 _____
PROPOSAL POINT OF CONTACT _____ PHONE _____
EMAIL _____

REFERENCE I.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

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

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



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REFERENCE II.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

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

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

REFERENCE III.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

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

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



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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REFERENCE IV.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

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

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

REFERENCE V.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

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

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



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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: _____

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: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____ State _____ Zip Code _____

PHONE NO: _____

E-MAIL: _____

Date: _____

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.

SECTION IV.
PROJECT MANUAL, SPECIFICATIONS, PLANS AND
SUPPORTING DOCUMENTATION

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**MINIMUM SPECIFICATIONS
PROFESSIONAL ADVERTISING/MARKETING SERVICES**

I. INTRODUCTION

Santa Rosa County Request for Proposals (RFP) for marketing and advertising services for the primary purpose to protect and enhance military missions while reducing Santa Rosa County dependence on military missions.

II. SCOPE OF SERVICES

- Design and produce printed materials to be used by the Santa Rosa County Economic Development Office to reinforce and promote the assets and resources that are available to Santa Rosa County and utilize materials during aviation-related tradeshows, meetings and conferences.
- Produce media campaign, ad design, and professional videos for social media and other digital media to engage prospective aviation and aerospace industry representatives to reinforce and promote the assets and resources available in Santa Rosa County
- Grantee shall have the following limits on marketing materials:
 - Up to \$18,275 for updates and printing/placement of printed marketing materials, and
 - Up to \$26,975 for design and placement of digital ads in social and other online media, this amount includes matching funds.

The contract amount awarded for all services shall not exceed \$45,250.

Please provide a breakdown of your recommendation of how these monies would be allocated in a budget.

III. RESPONSES TO PROPOSAL

Responses must be clear and thorough, but concise, and must conform to all requirements stated in this RFP. Disregarding these requirements may result in disqualification of the proposal.

Any exceptions to the requirements of this RFP that your firm/agency request Santa Rosa County to consider must be addressed with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this proposal. Any proposed terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

In the event any proposer shall include in the proposal any information deemed “proprietary” or “protected,” such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The county discourages the submission of such information and is a public entity, therefore cannot and does not warrant that the proprietary information will not be disclosed. The county shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.

Proposals must include a cover letter submitted under the firm/agency’s name containing the name and title of the person authorized to commit the firm to a potential contract with the County. The cover letter should express the firm’s interest and serve as an executive summary of the proposal.

The consultant awarded this contract shall comply with the terms, conditions, and scope of work as outlined in the Defense Reinvestment Grant Agreement, State of Florida, Department of Economic Opportunity, Agreement #S0145.

IV. QUALIFICATIONS

1. Work product:
 - a. Provide a list of current clients
 - b. Provide description of services for at least five companies or government agencies to which you have provided similar services. Highlight similarities to work required by this request for proposal. Also include:
 - i. Samples of your work, including print, video, radio, direct mail or online
 - ii. Contact information for the company or agency
 - iii. Account type: full-service advertising, graphic design, media buying, etc.
 - iv. Account budget: annual cost of services provided
 - v. Project team: other members of the firm or outside affiliates with key roles
 - vi. Dates of service
 - c. Provide history of experience directly related to working with economic development agencies promoting the aviation/defense sector.
 - d. List any account currently handling which may be perceived as a conflict of interest to the SRC EDO (i.e., if you are currently representing/contracting with a neighboring county geographically adjoining Santa Rosa County.
2. Background information - provide the following:
 - a. Date your firm was founded
 - b. Number of full-time employees (do not include consultant, freelance, part-time or contract services staff)
 - c. Total billings for the past two years
 - d. An organizational chart showing staffing and lines of authority
 - e. Summary of work performed for Santa Rosa County over the past five years, if any
 - f. List your firm’s major emphasis (i.e., PR, media buying, art/creative, etc.)

- g. Description of your firm's technology, including relevant graphic arts, photography, publishing and/or data-analysis capabilities
- h. List of services your firm routinely subcontracts, if any
- i. List location of office servicing this account; if the firm is not locally owned and operated, explanation of how the firm will provide contracted services
- j. Describe your method for tracking leads and determining ROI
- k. Anything else that would demonstrate your ability to meet the goals listed in the Scope of Work of this RFP

V. COST PROPOSAL

1. A detailed cost proposal must be provided and marked as such. Costs should cover, at a minimum, items found in the Scope of Services. This information will not be considered during the initial stages of the evaluation process. Additional requirements are as follows:
 - a. Provide detailed explanations of any assumptions made in calculating costs
 - b. Specify how proposer prefers payment (i.e., net, flat fee, per project, etc.) and how fees are computed

VI. TERMS AND CONDITIONS

1. The OWNER reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the OWNER, or to award a contract to the next most qualified submitter if a successful submitter does not execute a contract within thirty (30) days after approval of the selection by the OWNER. OWNER reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the OWNER.
2. The OWNER reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the OWNER the services set forth in this Request for Qualifications, or until one or more of the proposals have been awarded.
4. Proposals shall be sealed and submitter should indicate externally on their proposal the following:
 - a. Title: RFP# ____ Economic Diversification Professional Advertising and Marketing Services
 - b. Name and Address of submitter
5. Costs of preparation of a response to this request for proposals are solely those of the submitter. The OWNER assumes no responsibility for any such costs incurred by the submitter. The submitter also agrees that the OWNER bears no responsibility for any costs

associated with any administrative or judicial proceedings resulting from the solicitation process.

6. The consultant awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of the later of final project closeout or final audit by OMB of any project work performed under contract resulting from this RFP. The OWNER shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the OWNER, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.
7. The county intends to enter into an Agreement with a single firm that provides all necessary disciplines required for the successful implementation of the proposed project.
8. The Contract form shall be provided by the County Procurement Office.
9. This is a Request for Proposal and not an offer to purchase said services. The county shall have no obligation to any submitter who presents a submission and is not liable for any costs incurred by the submitter in preparation of the submission. The county reserves the right to award a contract solely on the basis of the submission received and to award no contract whatsoever. The county reserves the right also to accept or reject submissions in whole or in part and to waive any defect, technical requirements and/or irregularities therein.

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

Solicitation Grading Sheet: "Marketing and Advertising Services for the primary purpose to protect and enhance military missions while reducing Santa Rosa County dependence on military missions"

BID## 21-		Points Available	
Vendor Name:			
Experience - 70 pts	Does the vendor's expertise and size of projects match the needs of the organization?	10	
	Has the firm performed similar work relating to <u>Aviation/Defense Sector?</u>	30	
	Has the firm worked with <u>Economic Development Agencies?</u>	30	
Response - 30 pts	Did the vendor provide all required information including a detailed budget?	10	
	Did the response address each item in the scope of work?	10	
	Did the vendor address metrics and performance tracking?	10	
	Total	100	

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AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA

AND

CONTRACT ID

(State Grant Funding)

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this _____, day of _____, 20_____, 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, Suite M, Milton, Florida, 32570, and _____, a _____ authorized to do business in the State of Florida (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County is in need of a contractor to provide Marketing and Advertising Services for the primary purpose to protect and enhance military missions while reducing Santa Rosa County dependence on military missions (“Services”); and

WHEREAS, Santa Rosa County issued a Request for Proposals for such services; and

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

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of _____ Dollars (\$ _____), as further detailed below.

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

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

- Attachment “A” – RFP 21-027 and Contractor’s Response;
- Attachment “B” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “C” – Scrutinized Companies Certification;
- Attachment “D” – Defense Reinvestment Grant Agreement, State of Florida, Department of Economic Opportunity, Agreement #S0145.

2. Services. Contractor agrees to perform the following services, Marketing and Advertising Services for the primary purpose to protect and enhance military missions while reducing Santa Rosa County dependence on military missions. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference.

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The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin _____, and shall continue for a period of _____ (_____) _____ 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.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of _____ Dollars (\$_____).

- DRAFT**
- a. Contractor shall submit an invoice to the County upon _____ . 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. **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.
 - c. **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.

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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 by Santa Rosa County as set forth in the Procurement, attached as part of Attachment “A”, 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 ten (10) days to cure such default. If the default remains uncured after ten (10) 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.

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- 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

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County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-1925, wandap@santarosa.fl.gov, 6495 Caroline Street, Suite C, Milton Florida 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.

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

If to the County:		With a copy to:
If to the Contractor:		

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

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

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

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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

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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 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

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. Minority/Women's Business Enterprises and Service-Disabled Veteran Business Enterprises. Contractor is encouraged to use Florida's minority/women and service-disabled veteran businesses as subcontractors or sub-vendors under this Agreement. The directory of Certified Vendor Directory can be accessed from the website of the Department of Management Services, Office of Supplier Diversity at:

http://www/dms/myflorida.com/other_programs/office_of_supplier_diversity_osd.

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Contractor when submitted expenditures shall report any expenditures with minority/women and service-disabled veteran businesses. Including the names and addresses of those businesses and the types of goods and services.

17. 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.

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

19. 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.

20. 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.

21. 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

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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.

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

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

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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.

23. 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

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in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

24. Grant or Agreement Requirements. The County is in receipt of a grant or agreement identified as Florida Defense Support Task Force Grant Agreement DTF 21-103 (attached as Attachment “E” and incorporated herein by reference) with Enterprise Florida, Inc. which shall be funding some or all of the Services to be provided under this Agreement. Contractor agrees to adhere to all of the requirements of the Grant or Agreement, including, but not limited to, reports on performance, account for proper use of funds including audit rights pursuant to paragraph 12 and Exhibit D of the Grant Agreement, reporting on the use of minority/women and service disabled-veteran businesses, all of which are incorporated herein by reference.

25. 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.

26. 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.

27. 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.

28. 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.

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

WITNESS:

Signature

BY: _____

Print Name

SANTA ROSA COUNTY, FLORIDA

BY: _____

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Attachment “A”

RFP 21-016 and Contractor’s Response

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Attachment “B”
Civil Rights Clause

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Attachment “B”

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 100-509) (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.*)

Please note: this contract is a draft for bidder to view and understand the County’s standard terms and conditions. By submitting a bid/proposal respondent understands and acknowledges that the draft contract is not an offer. Bidder/respondents are not to sign this draft contract.

**Attachment “C”
Scrutinized Contractors Certificate**

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Please note: this contract is a draft for bidder to view and understand the County's standard terms and conditions. By submitting a bid/proposal respondent understands and acknowledges that the draft contract is not an offer. Bidder/respondents are not to sign this draft contract.

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.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

Please note: this contract is a draft for bidder to view and understand the County’s standard terms and conditions. By submitting a bid/proposal respondent understands and acknowledges that the draft contract is not an offer. Bidder/respondents are not to sign this draft contract.

**Attachment “D”
Grant
Defense Reinvestment Grant Agreement, State of Florida, Department of Economic
Opportunity, Agreement # 0145**

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**DEFENSE REINVESTMENT GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and Santa Rosa County Board of County Commissioners (“Grantee”). DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

I. GRANTEE AGREES:

A. Performance Requirements:

Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all of its attachments and/or exhibits, which are incorporated by reference herein.

B. Type of Agreement:

This Agreement is a **cost reimbursement** agreement.

C. Agreement Period:

The term of this Agreement begins on July 1, 2020 and ends on June 30, 2021. DEO is not obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date. Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon Grantee’s satisfactory performance of all duties and obligations hereunder, as determined by DEO.

D. Agreement Payment:

This Agreement shall not exceed Sixty-Two Thousand Five Hundred Dollars **and Zero Cents (\$62,500.00)**, which shall be paid by DEO in consideration for Grantee’s provision of services as set forth by the terms and conditions of this Agreement. The State of Florida and DEO’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an “annual appropriation” of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Grantee in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Agreement or to be paid from any other source is not eligible for reimbursement under this Agreement.

E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):

1. Grantee shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

2. If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Agreement for Grantee's refusal to comply with this provision.
4. Grantee shall perform all tasks contained in Attachment 1, Scope of Work.
5. Receipt by Grantee of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Grantee shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement.
7. Renewal: This Agreement may not be renewed.
8. If Grantee fails to perform in accordance with the Agreement, DEO shall apply the financial consequences specified in the Agreement.
9. Unless otherwise agreed to in writing, intellectual property rights to preexisting property will remain with Grantee whereas, intellectual property rights to all property created or otherwise developed by Grantee specifically for DEO will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

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F. Governing Laws of the State of Florida:

1. Grantee agrees that this Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Agreement.
2. If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.033, F.A.C. and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.
3. Grantee shall not expend any funds provided under this Agreement for the purposes of lobbying the Legislature, the judicial branch, or any State agency. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Grantee shall not, in

connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements.

4. Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the Inspector General for general investigation, audit, or hearing pursuant to section 20.055, F.S.
5. **Public Entity Crime:** Pursuant to section 287.013(2), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
6. **Advertising:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
7. **Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written

material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

8. Mandatory Disclosure Requirements:

- a. **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Grantee or its affiliates.
- b. **Convicted Vendors:** Grantee shall disclose to DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.5 above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- c. **Vendors on Scrutinized Companies Lists:** Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (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 s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is 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 engaged in business operations in Cuba or Syria.
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 - 1) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification or if Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement.
 - 2) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Grantee.
 - 3) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- d. **Discriminatory Vendors:** Grantee shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S. appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

- 1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
- 2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
- 3) submit bids, proposals, or replies on leases of real property to a public entity;
- 4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub-Grantee, or consultant under a contract or agreement with any public entity; or
- 5) transact business with any public entity.

9. Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

10. Information Release:

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- a. Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time for the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.
 - b. If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
 - c. DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
 - d. Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to

DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

- e. If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.
- f. Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- g. In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com with one (1) attachment of such request.
- h. Grantee shall notify DEO verbally within two (2) chronological hours and in writing within seventy-two (72) chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- i. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

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11. Funding Requirements of Section 215.971(1), F.S.:

- a. Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- b. Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.
- c. Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

G. Grantee Payments:

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (with detail sufficient for a proper pre-audit and post-audit thereof). Invoices must also comply with the following:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State may require to process an invoice.
 - c. Invoices must be submitted in accordance with the requirements specified in the Scope of Work.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specify otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

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<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

H. Final Invoice:

Grantee shall submit the final invoice for payment to DEO no later than **45** days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

I. Return or Recoupment of Funds:

1. Grantee shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by DEO. In the event that Grantee or its independent auditor discovers that overpayment has been made, Grantee shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event that DEO first discovers an overpayment has been made, DEO will notify Grantee by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity."
2. If authorized and approved, Grantee may be provided an advance as part of this Agreement.
3. Notwithstanding the damages limitations of Section II.F., if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

J. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

K. Audits and Records:

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

3. Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.
4. Grantee shall retain all Grantee records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements. Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
5. Grantee shall include the audit and record keeping requirements in all approved subrecipient subcontracts and assignments.
6. Within sixty (60) days of the close of Grantee's fiscal year, on an annual basis, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@deo.myflorida.com. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.
7. Grantee shall (i) maintain all funds provided under this Agreement in a separate bank account, or (ii) Grantee's accounting system shall have sufficient internal controls to separately track the funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs that result from purchases made with commingled funds.

L. Employment Eligibility Verification

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov>
2. In accordance with 448.095, F.S., the State of Florida expressly requires the following:
 - a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

3. If Grantee does not have an E-Verify MOU in effect, Grantee must enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

M. Duty of Continuing Disclosure of Legal Proceedings:

1. Prior to execution of this Agreement, Grantee must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Grantee (and each subcontractor) in a written statement to DEO's Agreement Manager. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, Grantee shall be required to provide DEO's Agreement Manager all reasonable assurances requested by DEO to demonstrate that:
 - a. Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
 - b. Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

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N. Assignments and Subcontracts:

1. Grantee agrees to neither assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
3. If the Project is procured pursuant to Chapter 255, F.S., for construction services and at the time of the competitive solicitation of the Project fifty percent (50%) or more of the cost of

the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.

4. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
5. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
6. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
7. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and Project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
8. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

O. MyFloridaMarketPlace Transaction Fee: disbursements of State financial assistance to a recipient are exempt from this Transaction Fee pursuant to Rule 60A-1.031(3), F.A.C.

P. Nonexpendable Property:

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property furnished under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

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Q. Requirements Applicable to the Purchase of or Improvements to Real Property:

Pursuant to section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, such funds are contingent upon Grantee granting to DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

R. Information Resource Acquisition:

Grantee shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.

S. Insurance:

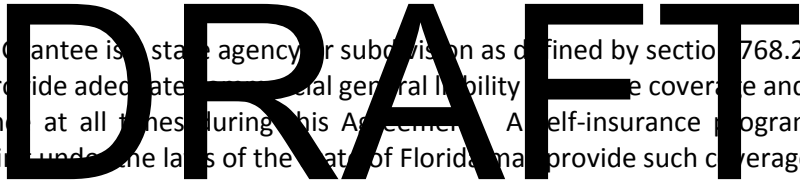
During the Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Grantee providing such insurance. The following types of insurance are required.

1. Grantee's Commercial General Liability Insurance:

Unless Grantee is a state agency or subdivision as defined by section 778.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.



2. Workers' Compensation and Employer's Liability Insurance:

Grantee, at all times during the Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3. Other Insurance:

During the Agreement term, Grantee shall maintain any other insurance as required in Attachment 1, Scope of Work.

T. Confidentiality and Safeguarding Information:

- 1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

2. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.
3. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Grantee agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Grantee has access to either DEO's network or any DEO applications, or both, in order to fulfill Grantee's obligations under this Agreement, Grantee agrees to abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, sub-contractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.
6. Grantee shall notify DEO of any disclosure of confidential information of DEO by Grantee, its employees, agents or representatives which is not in compliance with the terms of this Agreement (which becomes a Security Incident) Grantee also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Grantee by its sub-contractors or agents. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.
7. In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

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U. Warranty of Ability to Perform:

Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

V. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida. The rights to any invention resulting from this Agreement that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable.
2. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, in any place, whatsoever and to all persons on behalf of DEO to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other printable materials are produced, Grantee shall notify DEO. Any and all copyright accruing under or in connection with the performance funded by this Agreement are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

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W. Independent Contractor Status:

In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent Contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

2. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.
3. Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Grantee, and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Grantee, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

X. Electronic Fund Transfer:

Grantee agrees to enroll in the Electronic Fund Transfer (EFT) offered by the State's Chief Financial Officer within thirty (30) days of the date the last party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

II. GRANTEE AND DEO AGREE:

A. Renegotiation or Modification:

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope of this Agreement. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Grantee. Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables

under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

C. Termination:

1. Termination Due to the Lack of Funds:

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour notice in writing to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

2. Termination for Cause:

DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience:

DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Grantee shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. Grantee shall not be entitled to recover any cancellation charges or lost profits.

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D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Grantee. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

E. Indemnification (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and

damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonable, withheld

F. Limitation of Liability

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For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

G. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate

any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this paragraph, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases must be made at the same price as the Agreement price; (3) terminate the Agreement in whole or in part.

H. Severability

If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

I. Authority of Grantee's Signatory:

Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Documentation may be in the form of a legal opinion from the Grantee's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

J. Execution in Counterparts:

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. Contact Information for Grantee and DEO Contacts:

Grantee's Payee:	Grantee's Agreement Manager:
Santa Rosa Board of County Commissioners	Jared Lowe
6495 Caroline Street, Suite G	6495 Caroline Street, Suite G
Milton, Florida 32570	Milton, Florida 32570
Telephone No.: 850-981-2016	Telephone No.: 850-981-2017
Email: lanib@santarosa.fl.gov	Fax: 850-981-2015
	Email: jaredL@santarosa.fl.gov

DEO's Agreement Manager:

Liz Miller
107 East Madison Street
Tallahassee, Florida 32399-4120
Telephone No.: 850-717-8968
Email address: Liz.Miller@DEO.MyFlorida.com

In the event that any of the information provided in Section II.K. above changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement.

L. Notices:

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

M. Attachments and Exhibits: Attached to and made part of this Agreement are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Agreement:

- **Attachment 1:** Scope of Work
- **Exhibits A, B, C, and D to Attachment 1:** Quarterly Report, Financial Report, Invoice and Compliance Certification Form, and Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

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N. Execution:

I have read the above Agreement and the attachments and exhibits thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, hereto, the Parties have caused to be executed this Agreement by their undersigned officials duly authorized.

SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS

DEPARTMENT OF ECONOMIC OPPORTUNITY

By _____
Signature
David C. Piech

By _____
Signature
Adam Callaway

Title
Chairman

Title
**Director
Strategic Business Development**

Date _____

Date _____

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Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

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Attachment 1 SCOPE OF WORK

I. Project Description:

A. Section 288.980(4), Florida Statutes (F.S.), established the Florida Defense Reinvestment Grant Program to respond to the need for the State to work in conjunction with defense-dependent communities in developing and implementing strategies and approaches that will help communities support the missions of military installations, and in developing and implementing alternative economic diversification strategies to transition from a defense economy to a nondefense economy. Sections 288.980(3)(a) and 288.980(3)(b), F.S., authorize the Department of Economic Opportunity to award grants related to the Florida Defense Reinvestment Grant Program for such activities as studies, presentations, analyses, plans, and modeling. Staff salaries are not considered an “activity” for which grant funds may be awarded. Travel costs and costs incidental thereto incurred by a grant recipient shall be considered an “activity” for which grant funds may be awarded. Section 288.980(7), F.S., limits the payment of administrative expenses to no more than ten percent (10%) of this grant. Grants are provided to support community-based activities that:

1. Protect existing military installations;
2. Diversify the economy of a defense-dependent community; or,
3. Develop plans for the reuse of closed or realigned military installations, including any plans necessary for infrastructure improvements needed to facilitate reuse and related marketing activities.

B. The State Fiscal Year 2020-2021 funding for the grant is provided by the 2020 General Appropriations Act in:

Line Item #2203 Special Categories Grants and Aids – Military Base Protection ...
Defense Reinvestment

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The purpose of the grant is to protect and enhance military missions while reducing Santa Rosa County (SRC) dependence on military missions. Grantee shall complete the following: secure a consultant that will represent SRC and further its efforts to protect several existing military missions as well as sustain and enhance these military missions and values to the county and region, continue dialogue with Pentagon officials and elected officials who represents Florida in the U.S. Congress and develop a premier marketing campaign for the Whiting Aviation Park specifically targeting best-bet businesses.

II. Grantee Responsibilities:

A. Statutory Requirements

Section 288.980(3)(c), F.S., requires that the Grantee:

1. Represent a local government with a military installation or military installations that could be adversely affected by federal actions.
2. Secure matching funds in an amount equal to thirty percent (30%) of the Grant award.
3. Prepare a coordinated program or plan of action delineating how the eligible project will be administered and accomplished, which must include a plan for ensuring close cooperation between civilian and military authorities in the conduct of the funded activities and a plan for public involvement. If part of an existing strategic plan, a copy of the plan must be included with the Grant Application submission.

4. Provide documentation describing the potential for changes to the mission of a military installation located in the applicant's community and the potential impacts such changes will have on the applicant's community.

B. Project Scope

During the term of the Agreement, the Grantee shall complete the following tasks:

- 1) Grantee shall hire a consultant to represent Grantee in meetings, events, presentations, and related activities with the U.S. Department of Defense (DoD), Department of the Navy, Department of the Air Force, and other armed forces. The consultant's responsibilities will include but are not limited to:

- a) Coordinate tasks and duties that help to sustain and grow the county's military presence and participate in activities that will reduce the county's dependence on the military.

- b) Provide periodic reports and presentations with updates and recommendations to the Santa Rosa County Military Affairs Committee, Santa Rosa County Board of County Commissioners, and other entities. Services shall include:

- i) Assist in efforts to improve Santa Rosa County's relationship with military installations, state representatives, and other counties;

- ii) Monitor and interact with, as necessary, U.S. Navy and Santa Rosa County programs concerning initial phases of land swaps and other land dispositions;

- iii) Liaise and interact with military and prospective existing industries, as necessary;

- iv) Liaise and interact with chamber military affairs committees;

- v) Liaise and interact with U.S. Congressional offices;

- vi) Provide support and interaction for the multi-county Defense Support Initiative, which includes Okaloosa, Santa Rosa, and Walton Counties;

- vii) Coordinate implementation of the Santa Rosa County Joint Land Use Study (JLUS); and

- viii) Participate in the annual advocacy meeting with the Northwest Florida Defense Coalition in Washington, D.C., along with Pentagon and Congressional officials.

- 2) Grantee shall publish materials that advance aviation marketing, recruitment, and job creation to defense and non-defense aviation companies.

- a) Design and produce printed materials (e.g., Whiting Aviation Park fact-sheet and brochure) to be used by the Santa Rosa County Economic Development Office to reinforce and promote the assets and resources that are available in Santa Rosa

County, and utilize materials during aviation-related trade-shows, meetings, and conferences.

b) Produce media campaign, ad designs, and professional videos for social media and other digital media to engage prospective aviation and aerospace industry representatives to reinforce and promote the assets and resources available in Santa Rosa County.

c) Grantee shall have the following limits on marketing materials:

- i) Up to \$18,275 for updates and printing/placement of printed marketing materials, and
- ii) Up to \$26,975 for design and placement of digital ads in social media and other online media, this amount includes matching funds.

C. Deliverables. The Grantee agrees to provide the deliverables specified below:

Deliverable No. 1 – Base Realignment and Closure (“BRAC”) Implementation and Installation Readiness Support		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete the Deliverable in accordance with the tasks set forth in Section II. B.1, Project Scope.	Grantee shall successfully complete at least one (1) of the specified tasks in Section II.B., as evidenced by the following, as applicable: Conduct at least one (1) Base Realignment and Closure (B.R.C.) preparation and readiness activities meeting per month; • A summary report of the task-related meetings, which shall include a list of participation organizations, locations, dates, and a summary of topics discussed for all meetings conducted during the quarter; • Copies of meeting sign-in sheets and handouts; • A summary report of the Santa Rosa County JLUS implementation activities conducted during the quarter;	Failure to perform the minimum level of service will result in non-payment for this Deliverable.

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	<ul style="list-style-type: none"> • Consultant scope of services or comparable documentation; • Consultant invoices including itemized costs; • Travel documentation for all meetings and events attended, which shall include itemized paid receipts for hotel, airfare, and transportation; and • Cancelled checks or other payment-related receipt. 	
Deliverable No. 1 Total Amount Not to Exceed: \$25,200		
Deliverable No. 2 – Development and Design of Marketing Materials and Promotions		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete the Deliverable in accordance with the tasks set forth in Section II. B.2., Project Scope.	<p>Grantee shall successfully complete at least one (1) of the specified tasks in Section II. B.3., as evidenced by the following, as applicable:</p> <ul style="list-style-type: none"> • Copies of materials produced/distributed, • Original invoice/receipt in sufficient detail to evidence the costs are allowable, reasonable, and necessary; and • Cancelled checks or other payment-related receipt. 	Failure to perform the minimum level of service will result in non-payment for this Deliverable.
Deliverable No. 2 Total Amount Not to Exceed: \$37,300		
Project Match		
Task	Minimum Level of Service	Financial Consequences
Grantee shall provide a minimum of 30% match by the end of the Agreement period and provide a summary of all match contributions.	Grantee shall provide a minimum of 30% match by the end of the Agreement period, as evidenced by submitting the Summary of all match contributions associated with the grant activities.	Failure to provide the 30% match by the end of the Agreement period will result in a reduction of the total grant award amount under this Agreement. The total maximum grant award shall be reduced proportionately to the amount of match not obtained. Grantee shall repay to DEO any amounts paid exceeding the maximum grant award as reduced.

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		For example, should Grantee match only 20% of the total grant award, the maximum award will be reduced by one-third. [1 – (20%/30%) = 1/3]
		Total Match Required: \$18,750
		Total Award Amount Not to Exceed: \$62,500

Cost Shifting: The deliverable amounts specified within the Deliverables section above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO’s ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%) of the originating (transferred from) deliverable total funding amount**. Changes that exceed **ten percent (10%) of the originating (transferred from) deliverable total funding amount** will require a formal written amendment, as described in Section II.A., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

D. Reports. Reports shall be submitted electronically to DEO’s Agreement Manager, specified in Section II.K. of the Agreement. In addition to other Reports provided for herein, the following reports shall be provided to DEO:

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1. Quarterly Report. Using the templates provided in Exhibit A and Exhibit B to Attachment 1, Scope of Work, the Grantee shall report at least quarterly on the progress of the Project and expenditures. If no progress was made within the quarter, the quarterly report will state that. Reports shall be made more frequently than once a quarter upon completion of milestones or other contracted deliverables. Quarterly reports shall be submitted in accordance with the schedule in the table below.

Quarter	For Activity in Months of:	Quarterly Status Report due by:
Q 1	July, August, and September	October 10
Q 2	October, November, and December	January 10
Q 3	January, February, and March	April 10
Q 4	April, May, and June	July 10

2. Defense Grant Final Closeout Form. Using the template provided in Exhibit D to Attachment 1, Scope of Work, the Grantee shall submit completed and duly executed by Grantee’s authorized official the Defense Grant Final Closeout Form. The Grantee shall submit completed and signed Exhibit D as part of the last quarterly report. **Final disbursement shall be made only after DEO has approved the Defense Grant Final Closeout Form.**

3. Final Audit Report. The Grantee shall inform DEO’s Agreement Manager within forty-five (45) days of Project completion of the type of audit that will be delivered at the end of the agreement. Either: 1) within forty-five (45) days following the completion of all of the Activities or termination of the grant agreement, the Grantee shall cause there to be prepared at the Grantee’s expense and delivered to DEO a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating in its professional opinion the Grantee has complied with this Agreement (the “Final Audit Report”); or 2) if the Grantee has an annual audit by an independent certified public

accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, F.S., (the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to DEO at the time when such audit is completed (in any event, within one hundred twenty (120) days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement. **Failure to timely satisfy the Final Audit Report requirement may result in Grantee being deemed ineligible for future grant awards.**

E. Matching Funds.

1. **Match Amount.** Grantee shall secure and commit to providing, at a minimum, the thirty percent (30%) of the Grant award (the "Matching Funds") required by Section 288.980(3)(c)2., F.S., to establish and maintain eligibility. The Matching Funds shall be received from the identified sources and types indicated in the Project Budget. The term for the Matching Funds shall be concurrent with the Agreement period, as specified in Section I.C. of the Agreement.
2. **Contribution Types.** For this purpose, the Matching Funds may consist of the following types:
 - a. "Cash Contributions," which may include cash contributions from the Grantee, cash contributions from outside sources that are directly applied to the Project; or cash outlays to directly support the Project through acquiring materials and supplies, buying equipment, paying for staff time used to work on the Project, and paying expenses such as travel, telephone, postage, or printing; and,
 - b. "In-Kind Contributions," which may include the reasonable value of the partial use of equipment, software, or staff from other divisions of the Grantee or from participating partners; the reasonable rental value of office space; or in-kind contributions from part-time or full-time personnel from other organizations that dedicate a certain percentage of their time to the Project, the value of which is calculated based on their regular hourly rate, or volunteers who work on the Project. If volunteers work outside of business hours, or do not have a regular hourly rate, the value of volunteer time shall not be deemed not to exceed forty dollars (\$40.00) per hour.
3. **Remedies for Failure to Meet the Matching Funds Required.** It is the Grantee's responsibility to provide proof of the match with the invoice. If the Grantee fails to provide sufficient evidence to DEO that it secured the required Matching Funds by the end of the Agreement period, DEO may exercise any one or more of the following remedies:
 - a. Reduction of Final Payment owed to the Grantee,
 - b. Potential disqualification of Grantee from receiving future grant awards.

III. DEO's Responsibilities:

- A. Monitor the ongoing activities of the Grantee through activities that may include, but are not necessarily limited to, phone calls, quarterly desk reviews of the documentation submitted for payment requests, and annual site visits to verify that all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion.
- B. Perform contract management responsibilities pursuant to the Agreement.
- C. Review the Grantee's invoices described herein and process them on a timely basis.

- D. Maintain paper or electronic copies of all documents submitted to the extent required by law.
- E. Reply to reasonable inquiries from the Grantee.
- F. DEO will only submit payment requests to the Department of Financial Services upon satisfactory documentation of completion of the deliverables described in Exhibit C to Attachment 1.

Notwithstanding anything else herein, DEO reserves the right to subcontract any of its responsibilities under this Agreement, to the extent allowable by law. In the event DEO subcontracts some responsibilities hereunder, Grantee agrees to cooperate fully with DEO's subcontractor regarding this Agreement unless and until DEO's Agreement Manager provides written notice to the contrary.

IV. Invoice Submittal and Payment Schedule:

DEO agrees to disburse funds under this Agreement in accordance with the amounts identified per deliverable in Section II.C., Deliverables, of Attachment 1, Scope of Work. In accordance with Section I.F.11, Funding Requirements of Section 215.971, F.S., of this Agreement, Grantee's entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Project. Grantee may submit an invoice that requests reimbursement for costs related to one or more deliverables for all services rendered during the applicable period of time with the limitation of a maximum of no more than one (1) invoice per month.

The following documents shall be submitted electronically to DEO's Agreement Manager with the itemized invoice:

- A. Completed and signed invoice and compliance Certification form from the Grantee, as shown in Exhibit C;
- B. Quarterly Report, as described in Exhibit A, if the invoice submission date coincides with the quarterly reporting schedule submission date;
- C. Updated expenditures with receipts, as described in Exhibit B and Exhibit C; and
- D. Any additional documents required by this Agreement or DEO's Agreement Manager.

The State may require any other information from the Grantee that the State deems necessary to verify that the services have been rendered under the Agreement. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

V. Final Payment:

DEO shall hold for release a final payment of five thousand dollars and zero cents (\$5,000.00) or ten percent (10%) of the agreement amount per Section I.D. of this Agreement, whichever is less, upon DEO's receipt and acceptance of the Grant Agreement Final Closeout Report required by Section II.D.2. of Attachment 1, Scope of Work. **The acceptance of final payment, under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of DEO by the Grantee from any and all claims, demands, and causes of action whatsoever to the extent arising from or related to this Agreement.**

VI. Financial Consequences for Failure to Timely and Satisfactorily Perform:

Failure to complete all deliverables in accordance with the requirements of this Agreement, and in particular, as specified in Section II.C., Deliverables, of Attachment 1, Scope of Work will result in assessment by DEO of the specified financial consequences. If applicable, should the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in this Agreement.

VII. Notification of Instances of Fraud:

All instances known or suspected by Grantee of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

VIII. Grantee's Responsibilities upon Termination:

If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

- A. stop work under this Agreement on the date and to the extent specified in the notice;
- B. complete performance of such part of the work as shall not have been terminated by DEO;
- C. take such action as may be necessary or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO may acquire an interest; and
- D. upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

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IX. Non-Discrimination:

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. Disposition of Project Property:

- A. Pursuant to Section I.P.7 of this Agreement, upon termination of the Agreement period, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

- B. Grantee shall provide advance written notification to DEO, if during the five (5) year period following the termination of the Agreement period, Grantee proposes to take any action that will impact its ownership of the Project property or modify the use of the Project property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, with its sole discretion, to demand that Grantee reimburse DEO for part or all of the funding provided to Grantee under this Agreement.
- C. Upon termination of the Agreement period, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
 - 1. Grantee is authorized to retain ownership of the improvements to real property so long as:
 - a. Grantee is not sold, merged or acquired;
 - b. the real property subject to the improvements is owned by Grantee; and
 - c. the real property subject to the improvements is used for the purposes provided in this Agreement.
 - 2. If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in C.1. above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

XI. Subcontracts: Pursuant to subsection I.N.1 of the Agreement, this shall constitute written authorization of DEO for Grantee to subcontract work under the Agreement to vendors, subject to the requirements of I.N.2 without further written authorization from DEO.

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**Exhibit A to Attachment 1
Quarterly Report**

Report for quarter # _____ **Date of the report:** _____

Agreement Number: _____ **Grantee:** _____

If no reimbursement request is being made, complete items 1-5. Reimbursement requests should include items 1-5, and the attachment outlined in item 6.

1. Summary of the Activities completed during the Reporting Quarter, or if no activity took place, a statement of no activity.
2. Summary of Activities scheduled to be completed during the Reporting Quarter, but which were not completed, including the reasons such activities were not completed as scheduled.

3. End date of the Agreement: _____

On track to complete Project by the Agreement end date: _____ yes _____ no

If no, justify:

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4. State if Minority and Service-Related Veteran Business Enterprises were used in this Project as noted in Section I.N.7 of this Agreement.

5. Estimated payment request for the following quarter.

6. If requesting a reimbursement, pursuant to Section IV.A., Invoice Submittal and Payment Schedule of Attachment 1, Scope of Work, the following items shall be included with your report:

- a. Completed and signed Invoice and Compliance Certification form, as shown in Exhibit C;
- b. Updated expenditures with receipts, as described in Exhibit B and Exhibit C; and
- c. Any additional documents required by this Agreement or required by DEO's Grant Agreement Manager.

**Exhibit B to Attachment 1
Financial Report**

**FINANCIAL REPORT FORM
2020-2021 DEFENSE REINVESTMENT GRANT PROGRAM**

Grantee:	Santa Rosa County	Agreement Number:		Report Date:	
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Grant Period Ending:	<input type="checkbox"/> March 31	<input type="checkbox"/> June 30	<input type="checkbox"/> September 30	<input type="checkbox"/> December 31	Year:	<input type="checkbox"/> FINAL
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Budget Category	Local Matching Program Expenditures			State Funded Program Expenditures			Total Program Expenditures		
	Award Allocation	Actual		Award Allocation	Actual		Award Allocation	Actual	
		Current Quarter	Grant to Date		Current Quarter	Grant to Date		Current Quarter	Grant to Date
Line Item 1	BRAC Implementation and Installation Readiness Support								
Activity 1: Consultation	\$10,000	\$	\$	\$25,200	\$	\$	\$36,000	\$	\$
Line Item 2	Development and Design of Marketing Materials and Promotions								
Activity2: Design/Placement of Printed Materials	\$3,250	\$	\$	\$15,750	\$	\$	\$18,250	\$	\$
Activity3: Design/Placement of Digital Materials	\$4,739	\$	\$	\$22,235	\$	\$	\$26,975	\$	\$
Total:	\$18,750	\$	\$	\$62,500	\$	\$	\$81,250	\$	\$

**Exhibit C to Attachment 1
Invoice and Compliance Certification Form**

This Invoice is a summary of all the costs that you are claiming at this time. If the costs encompass multiple deliverables, delineate the costs for each of the deliverables separately.

Grantee:
Street Address:
City, State & Zip Code:
Contact Email:
Contact Phone (Include Area Code):

Agreement Number:
Invoice Number:
Invoice Period (Dates):
FEIN:
Fax (Include Area Code):

To: **FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**
107 East Madison Street
Tallahassee, FL 32399

DESCRIPTION: Deliverables Including Minimum Performance Standards				
Deliverable: (Specify the deliverable number, its description in the agreement, and the minimum performance standards met.)				
Costs Associated with the Deliverable: (List the costs to be reimbursed associated with this deliverable. Provide the Name of the Contractor, the Contractor Invoice #, and the period covered by the invoice. A copy of the invoice, proof of payment via the front and back of the cancelled check or the credit card payment, and a zero balance from the contractor should be attached.)				
<u>Invoice Amount</u>	<u>Invoice Number</u>	<u>Invoice Period</u>	<u>Date Paid</u>	<u>Contractor/ Provider</u>
Deliverable:				
Costs Associated with the Deliverable:				
<u>Invoice Amount</u>	<u>Invoice Number</u>	<u>Invoice Period</u>	<u>Date Paid</u>	<u>Contractor/ Provider</u>
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Deliverable:				
Costs Associated with the Deliverable:				
<u>Invoice Amount</u>	<u>Invoice Number</u>	<u>Invoice Period</u>	<u>Date Paid</u>	<u>Contractor/ Provider</u>
TOTAL AMOUNT OF INVOICES REQUESTED FOR REIMBURSEMENT: _____				

Grantee Certification:

I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed contract document on file. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Grantee Name printed:

Title:

Grantee Signature:

Date:

Exhibit D to Attachment 1

Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

GRANT AGREEMENT FINAL CLOSEOUT FORM

Recipient Name:	DEO Agreement Number:
Vendor ID (MyFloridaMarketplace):	Initial Agreement Amount:
FEIN:	Amount of DEO Funds Deobligated (Forfeited):
Contract End Date:	Final Agreement Amount:
Audit Report Date:	Amount of Matching Funds Received:

Section A: Financial Reconciliation

1. Total Recipient Funds Received from DEO:	
2. Total Recipient Expenditures:	
3. Balance of Unexpended Program Income (from Section B):	
4. If 3 is negative, this amount must be refunded to DEO:	
5. If 3 is positive, this amount must be submitted to the Grantee:	

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Section B: Statement of Recipient Income

If there was no receipt of income earned under this Agreement, write N/A under Source and continue to Section C. If there was recipient income earned under this Agreement, provide the information requested below.

A. Source of Income	B. Amount of Income	C. Amount Expended	D. Balance (B-C)
Total Income Earned			

Section C: Property Inventory Certification

If no tangible property was purchased in the contract period, write N/A under Description and continue to Section D. All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to DEO if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of DEO.

Description and Serial Number(s)	Quantity	Acquisition		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name:	Signature:
Title:	Date Signed:

Section E: Final Report Disclosure

Explain any material changes in circumstances that may affect the outcome of commercial potential of the project.

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-----THE SECTION BELOW IS FOR DEO USE ONLY-----

Section F: DEO Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name:	Signature:
Title:	Date Signed:

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Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amount of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.500-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial

assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

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PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- b. The Auditor General’s Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room
401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General’s website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- 3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

- 4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR §200, Subpart - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

DRAFT

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency:	Florida Department of Economic Opportunity
Catalog for State Financial Assistance Number:	40.040
Catalog for State Financial Assistance Title:	Economic Development Partnerships
Total State Award Amount:	\$62,700.00

DRAFT

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) located at <https://apps.fldfs.com/fsaa/catalog.aspx> and the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/compliance.aspx>.
2. The services and purposes for which the funds are to be used are identified in Attachment 1, Scope of Work, of the Grant Agreement.

NOTE: Title 2 CFR § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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**Attachment 3
AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?
 Yes No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? Yes No

DRAFT

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative



April 20, 2021

Thank you for the opportunity to offer a proposal to provide advertising and marketing services for Santa Rosa County.

This proposal includes strategy and messaging development, creative development, advertising recommendations and agency services to protect and enhance military missions while reducing Santa Rosa County dependence on military missions.

Duncan McCall, a Pensacola-based firm, is well qualified to deliver on the scope of services requested. This proposal outlines our experience with economic development marketing, with specific experience with aviation and aerospace projects, and highlights past work for Santa Rosa County. Our Economic Development Team specializes in delivering practical, efficient, and sustainable strategies that can help you succeed. Other clients in the Economic Development space include Florida's Great Northwest, Opportunity Florida, Gulf Power, One Okaloosa, Wakulla County EDC, and Jackson County EDC.

We believe a local agency offers advantages in community knowledge and responsiveness. We are very familiar with Santa Rosa County's needs and goals. Being local also means we're committed to the success of our community.

We welcome the opportunity to do more for Santa Rosa County.

Sincerely,

Bryan McCall
Vice President
Duncan McCall, Inc.

Duncan McCall
Advertising · Marketing
Public Relations

4400 Bayou Boulevard, Suite 11
Pensacola, Florida 32503
Phone: 850-476-5035
www.duncanmccall.com



RFP 21-027

Professional Marketing and Advertising Services

Submitted April 20, 2021

Duncan McCall Advertising

ORIGINAL





Duncan McCall is a full-service advertising agency, marketing, and public relations firm founded in 1995 and based in Pensacola.

We provide marketing and branding consultation, creative services, media planning and buying, and public relations services. We stand dedicated to delivering value to our clients through experienced, original thinking and responsive client service.

By our sustained and efficient performance, we establish a trust with the people who hire us. We believe that's one reason so many of our clients have stayed with us for so long.

Our team has served a wide variety of clients, including financial institutions, healthcare, consumer product manufacturers, tourism organizations, restaurant chains, and all areas of the hospitality market.

We committed early on to develop the technical expertise in-house to be a leader in digital and web media. We combine that with the ability to create effective design, message, and strategy to get the most from your online presence. Today, we build leading-edge websites and create comprehensive digital marketing programs.

Duncan McCall

Advertising Marketing Public Relations

Contact: Bryan McCall / bryan@duncanmccall.com

850-476-5035 / duncanmccall.com

4400 Bayou Blvd. Suite 11 / Pensacola, FL 32503

a: Current Clients



Alto Products Corp.
Ballet Pensacola
Consortium of Florida Education Foundations
Crown Health Care Laundry Service
Escambia County School District
Florida's Great Northwest
Florida Virtual Campus
Great Gulfcoast Arts Festival
Grover T's BBQ
Gulf Winds Credit Union
Highpointe Hotels
Hub City Brewing
Jackson County EDC
Manna Food Pantries
Moore, Hill & Westmoreland, P.A.
National D-Day Memorial Foundation
National Museum of Naval Aviation
National WW II Museum
One Okaloosa EDC
Opportunity Florida
Pensacola Lighthouse and Museum
Pensacola Pediatrics
Pensacola Saenger Theatre
Quality Urgent Care
Rock'n Dough Restaurants
Santa Rosa Economic Development
Spectrum House Autism Center
StarPoint Screening
UWF Innovation Institute
Visit Pensacola
Waste Pro USA
Wakulla County EDC
West Florida Hospital

b: References

REFERENCE I

PROJECT NAME:	Marketing Support
CLIENT:	Florida's Great Northwest
ADDRESS:	P.O. Box 370
CITY, STATE, ZIP CODE:	Niceville, FL 32588
CONTACT PERSON:	Jennifer Conoley, CEcD
TITLE:	President & CEO
EMAIL:	jconoley@fgnw.org
TELEPHONE:	850-527-0999
PROJECT COST:	≈ \$10,000 Annually
COMPLETION DATE:	Ongoing

SCOPE of PROJECT:

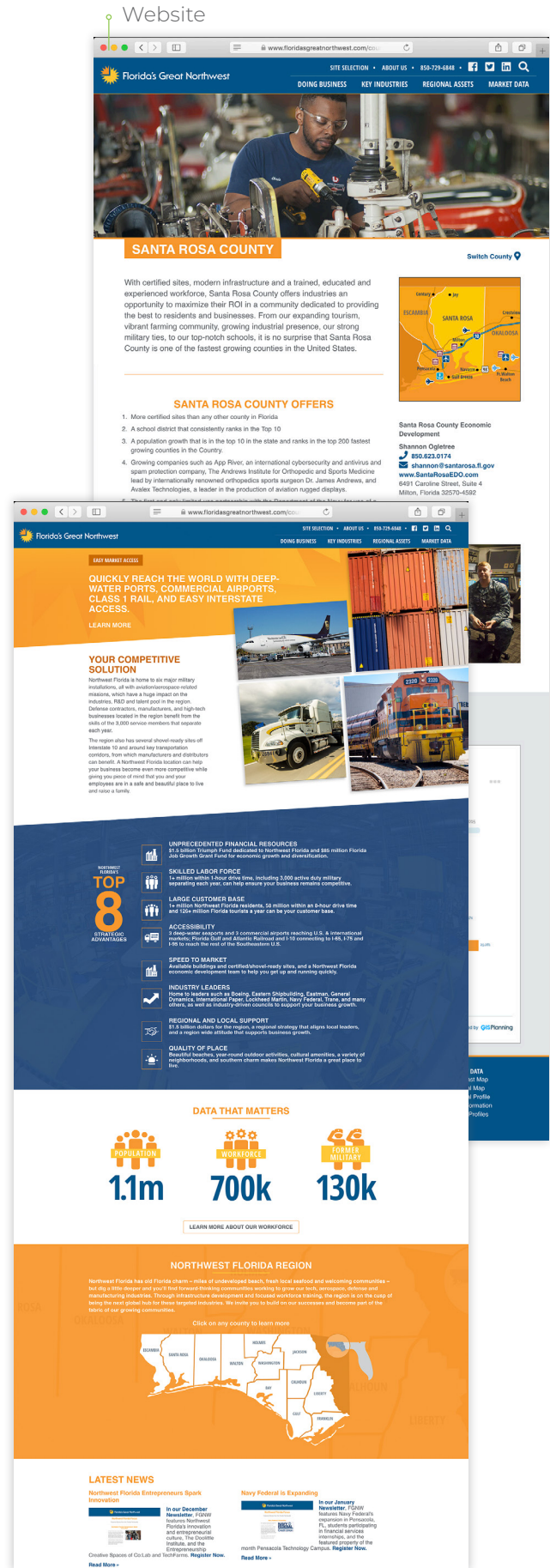
- Website and micro-site development and optimization
- Develop action plans to reach targeted markets
- Develop marketing and presentation materials, including direct mail and digital materials
- Develop logos and branding for projects
- Develop maps and data presentations
- Present detailed estimates and budgets for all projects

KEY PERSONNEL:

Bryan McCall, Account Director
 Michael Duncan: Photography and Video
 Michelle Corley: Creative Director
 Samantha Miller: Projector Manager
 Michael Fernandes: Art Director
 Erin Kaylor: Digital Advertising Specialist
 Brandon Hoover: Web Developer

SIMILARITIES:

FGNW is the regional economic development organization which includes Santa Rosa County. There will be overlay with much of the strategy, messaging, and audience with Santa Rosa's marketing.



Print ad

Florida's Advantages... Our Own Unique Strengths

Our corner of Florida offers all the same advantages and more — **more** space to expand, a **more** central location to the Southeast, and much **more** than you imagined.

Florida's Great Northwest

find **more** at floridagreatnorthwest.com

Interactive Online Map

Florida's Great Northwest

Explore key assets in the Florida's Great Northwest primary industry sectors, including key employers, training programs, and industrial sites.

- Aerospace and Defense
 - Key Employers
 - Industrial Properties
- Manufacturing
 - Heavy Manufacturing
 - Transportation Manufacturing
- Financial Services/HQ
- Cybersecurity/IT
- Ecommerce/Distribution

Fact sheets

Florida's Great Northwest **UNPRECEDENTED FINANCIAL RESOURCES**

TRIUMPH GULF COAST

Over the next decade-plus, \$1.5 billion will be directed to Northwest Florida for economic development enhancements. These "Triumph" funds, from a settlement related to the Deepwater Horizon oil spill, represent an unprecedented opportunity for Northwest Florida.

- 8** NORTHWEST FLORIDA COUNTIES
- \$1.5 BILLION** DEDICATED TO REGIONAL DEVELOPMENT
- \$80 MILLION** ANNUALLY THROUGH 2033

TRIUMPH GULF COAST & FLORIDA JOB GROWTH GRANT FUND INVESTMENTS

FLORIDA JOB GROWTH GRANT FUND

The Florida Legislature reaffirmed its commitment to economic development by creating the Florida Job Growth Grant Fund in 2017 and funding it with \$55 million dollars. For 2018-2019, another \$85 million is available for Governor Scott, through the support of the Florida Department of Economic Opportunity and Enterprise Florida, to allocate for the improvement of public infrastructure and enhancement of workforce training across the state.

Funds have been allocated to Northwest Florida communities to:

- Improve public infrastructure at airports to support business expansion and expand capacity
- Provide for infrastructure development at industrial sites and business parks
- Purchase equipment to support workforce training in targeted industries
- Support students earning industry-recognized credentials and degrees in targeted industries

More information is available at myfloridatriumph.com.

Florida'sGreatNorthwest.com • 850.729.6848

Website

Northwest Florida Forward

Focus Areas | Strategy | Target Industries | Reports | Engage

Building a diverse and vibrant regional economy where Northwest Florida residents and businesses have a wealth of opportunities.

OUR GUIDING PRINCIPLES

- Sustainable and enduring economic base
- Diversified industries and high wage employment growth
- Greater alignment of partner resources through regional collaboration
- Improving the vitality of all areas and populations in the region
- Strengthen beyond traditional economic engines

FOCUS AREAS

Northwest Florida Forward is built around five aspirational goals that serve as the key focus areas for future economic vitality and growth for the region.

- Talent
- Business Vitality
- Infrastructure
- Entrepreneurship & Innovation
- Quality of Place

OUR STRATEGY

Northwest Florida Forward: A Regional Strategy for Economic Transformation offers a candid evaluation of the region's economic development challenges and opportunities, informed by quantitative analysis, reviews of national best practices, and qualitative input from across the 13-county region. It articulates a set of guiding principles that reflect the values of the region's residents and businesses, that define economic vitality in Northwest Florida, and that directly inform the goals and strategies.

TARGET INDUSTRIES

Aerospace & Defense

Florida's Great Northwest **TALENT SOLUTIONS**

WORKFORCE

EXISTING WORKFORCE

- 1+ MILLION TOTAL LABOR FORCE (within a 1-hour drive time)
- 56k MANUFACTURING
- 15k DISTRIBUTION
- 10k ENGINEERING
- 3.2k SERVICE
- 29k HIGH SKILL

FUTURE WORKFORCE

Public schools, higher education, and employers are working together in Northwest Florida to ensure educational programs are in alignment with the needs of local industry. This means employees can find workers with the training they need, and students and residents are prepared for reworking and available careers.

Northwest Florida Career Pathways is one example showcasing the career pathways available, starting with career academies available in middle and high schools, through to advanced degrees, and on to possible careers.

Areas of focus include: Aerospace • Cybersecurity • Engineering • Health Sciences • Information Technology • Logistics and Transportation • Manufacturing

MILITARY WORKFORCE

- 3k NEW MILITARY HIGH YEAR
- 130k FORMER MILITARY

EDUCATION

- BLUE RIBBON SCHOOLS
- 5 "A" LEVEL SCHOOL DISTRICTS
- #1 RATED #1 STATE IN HIGH SCHOOL EDUCATION
- 7 HIGH SCHOOLS RANKED IN THE TOP 100 FLORIDA SCHOOLS FOR STUDENT ACHIEVEMENT

INCENTIVES

- 27** "LEVEL 5" SCHOOLS
- #4** RANKED #4 STATE IN THE NATION FOR K-12 STUDENT ACHIEVEMENT

Flexible Training - Reimbursement of training expenses such as instructors/trainers' wages, curriculum development, and textbooks/manuals

Existing Worker Training - Reimbursement up to 50% of direct training costs for Florida businesses that have been in operation for at least one year prior to application and require skills upgrade training for existing employees.

Veterans Florida Workforce Training Grant - Grant funding for customized, skills-based curriculum development and training for the military veteran population.

Florida'sGreatNorthwest.com • 850.729.6848

REFERENCE II

PROJECT NAME:	NW Florida Career Pathways
CLIENT:	Gulf Power / CFEF
CONTACT PERSON:	Wes Hudgens
TITLE:	Sr. Community Relations Specialist
EMAIL:	Wesley.Hudgens@nexteraenergy.com
TELEPHONE:	(850) 444-6654
PROJECT COST:	~ \$40,000 Annually
COMPLETION DATE:	Ongoing

SCOPE of PROJECT:

- Research/development of website detailing career opportunities and corresponding education programs in Northwest Florida
- Digital and social marketing programs to promote the website and programs
- Coordinate with 8 county school districts to maintain latest content, and market the programs
- Produce “success stories” videos
- Present detailed results

This project is funded by a grant from Gulf Power and administered by the Consortium of Florida Education Foundations.

KEY PERSONNEL:

Bryan McCall, Account Director
Michael Duncan: Photography/Video
Samantha Miller: Projector Manager
Shellie McCall: Research/County Liaison
Erin Kaylor: Digital Advertising
Brandon Hoover: Web Developer

SIMILARITIES:

This project promotes school district career academy programs as part of a “first, next, later” career and education pathway. It requires working with school district CTE staff, and developing targeted marketing to middle and high school students and their parents.



Branding



Display Banner

“Success Stories” Videos:

northwestfloridacareerpathways.com/success



The website features a navigation bar with links for Home, About Us, Resources, Partners, Stories, and Contact. The main heading reads "Start on a Career Pathway that leads to a bright future." Below this is a grid of 12 career categories, each with a representative image and a blue label: Aerospace & Engineering, Agriculture, Food & Natural Resources, Arts, AV & Communication, Business & Professional Services, Construction/Architecture, Cybersecurity & Information Technology, Distribution Logistics & Transportation, Health Sciences, Hospitality & Tourism, Manufacturing, and Public Services & Education. A "SELECT YOUR COUNTY" button is located below the grid. A "Success Stories" section highlights Sydney, an Arts, AV & Communication student, with a video player and text describing her path from Gulf Breeze High School to the University of West Florida. An "Explore by County" section shows a map of the region with labels for Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Jackson, Washington, and Bay counties. The footer includes the Gulf Power Foundation logo and a copyright notice for 2021.

This Facebook ad is titled "Northwest Florida Career Pathways" and is sponsored. The main text asks, "Wondering about your future? Northwest Florida Career Pathways helps you turn the things you like doing into work you love." The ad features a video of a young woman with long dark hair. A circular graphic overlay contains the text "TURN YOUR INTERESTS INTO JOB SKILLS". A dark banner at the bottom of the video reads "NORTHWEST FLORIDA CAREER PATHWAYS". Below the video, the URL "NORTHWESTFLORIDACAREERPATHWAYS.COM" is displayed, along with the slogan "Find your path to a bright future." and a "Learn More" button. Engagement metrics show 30 comments and 10 shares.

This Facebook ad is also titled "Northwest Florida Career Pathways" and is sponsored. The main text asks, "School not really your thing? Northwest Florida Career Pathways can help you find a future that fits you." The ad features a video of a man in a blue polo shirt sitting at a computer workstation. A circular graphic overlay contains the text "PROTECT RECOVER YOU GET THE". A dark banner at the bottom of the video reads "NORTHWEST FLORIDA CAREER PATHWAYS". Below the video, the URL "NORTHWESTFLORIDACAREERPATHWAYS.COM" is displayed, along with the slogan "Find your path to a bright future." and a "Learn More" button. Engagement metrics show 22 comments and 12 shares.

Social Media Ads

REFERENCE III

PROJECT NAME:	Agency of Record Account
AGENCY:	Visit Pensacola, Inc. (Escambia County)
ADDRESS:	1401 E. Gregory Street
CITY, STATE, ZIP CODE:	Pensacola FL, 32502
CONTACT PERSON:	Nicole Stacey
TITLE:	Director Marketing & Communications
EMAIL:	nstacey@visitpensacola.com
TELEPHONE:	850.434.2142
PROJECT COST:	\$2.8 million annual budget
COMPLETION DATE:	Ongoing

SCOPE of PROJECT: Duncan McCall is part of the agency group handling marketing for Visit Pensacola.

- Create annual and long-range marketing/action plans to reach targeted markets.
- Recommend mix of advertising, promotions and collateral required to provide creative advertising concepts and strategies.
- Design and produce collateral materials, print, broadcast, and digital marketing
- Develop traditional and digital media plans
- Oversee and optimize website content to complement marketing initiatives and increase conversions.
- Monitor and report website analytics and provide performance metrics from each marketing campaign
- Prepare presentations for and attend board meetings
- Present detailed estimates and budgets for all projects

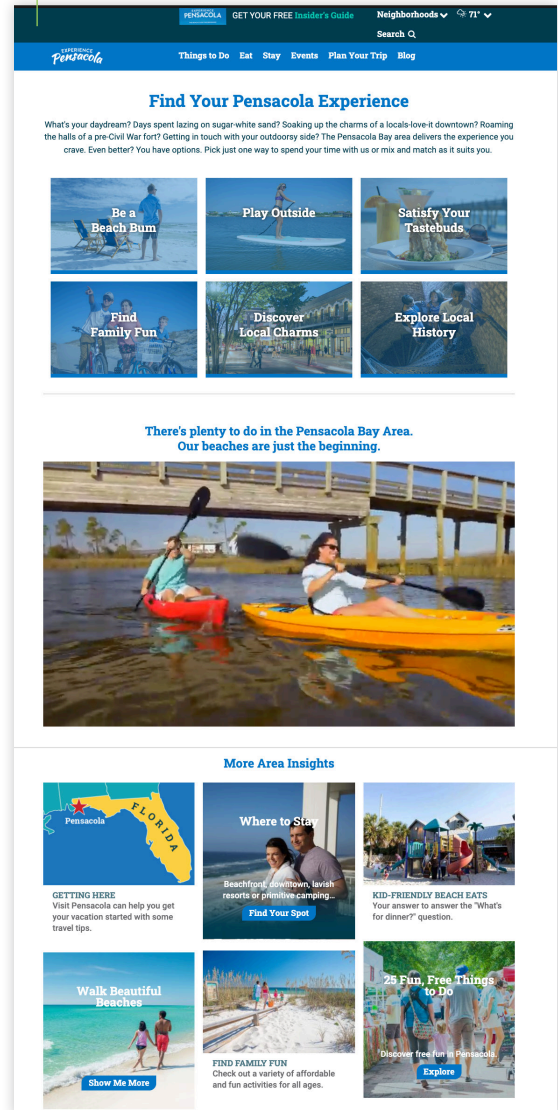
KEY PERSONNEL:

Bryan McCall, Account Manager
 Michael Duncan: Photography, Copy-writing
 Michelle Corley: Creative Director
 Erin Kaylor: Digital Advertising Specialist
 Samantha Miller: Media Planner
 Brandon Hoover: Web Developer

SIMILARITIES:

This is a county-funded organization requiring strict adherence to accounting procedures. It is a full-service account requiring “place marketing” advertising to highly targeted niche audiences.

Campaign website landing page



Digital ads



Social media ad

Visit Pensacola
Sponsored · 🌐

Rolling hills, bayous, lazy lagoons, national seashores and the Gulf's emerald green waters...your playground awaits.

EXPERIENCE ADVENTURE AT YOUR OWN PACE

VISITPENSACOLA.COM
See What You're Missing
Plan your getaway today!

LEARN MORE

Digital ad progression

EXPERIENCE FACE TIME

EXPERIENCE THE BLUES

EXPERIENCE LONG LINES

EXPERIENCE Pensacola
FIND YOUR EXPERIENCE ▶
THE BEACH IS JUST THE BEGINNING

Print ads

THE BEACH IS JUST THE BEGINNING...

SEE WHAT

THE BEACH IS JUST THE BEGINNING...

THE Pensacola EXPERIENCE

SEE WHAT YOU'RE MISSING AT VISITPENSACOLA.COM

Email

BELL 4:21 PM 100%

VIEW VISITPENSACOLA.COM

Are you a Beach Bum?

Take the quiz and find your Beach Vibe!
Do you just want to sit quietly with sand between your toes. Or would you rather explore forts and search for natural wildlife? Take this quiz to reveal your beach personality - then enter to win an all-inclusive beach-front getaway.

TAKE THE QUIZ

Enter to win and this could be you!

ENTER TO WIN
Enter to win a three-night beach-front stay on Perdido Key or Pensacola Beach, plus free dining and activities just right for your beach vibe. Contest ends 5/15/15.

GET SOCIAL WITH VISIT PENSACOLA

1401 E. Gregory St., Pensacola FL, 32502 • Toll Free: 800-874-1234
Visit Pensacola, Inc. Copyright © 2016. All Rights Reserved.

REFERENCE IV

PROJECT NAME:	Agency of Record Account
AGENCY:	Gulf Winds Credit Union
ADDRESS:	400 West Garden Street
CITY, STATE, ZIP CODE:	Pensacola, FL 32502
CONTACT PERSON:	Pola Young
TITLE:	AVP of Marketing
EMAIL:	Pola.Young@gogulfwinds.com
TELEPHONE:	850-479-9601 x145
PROJECT COST:	> \$300,000 Annually
COMPLETION DATE:	Ongoing

SCOPE of PROJECT:

- Create annual and long-range marketing/action plans to reach targeted markets
- Recommend mix of advertising, public relations, promotions and collateral required to provide creative advertising concepts and strategies
- Design and produce collateral materials, point of sale, and print, broadcast, and digital marketing
- Develop traditional and digital media plans
- Oversee and optimize website content to complement marketing initiatives and increase conversions
- Monitor and report website analytics and provide performance metrics from each marketing campaign
- Prepare presentations for and attend meetings
- Present detailed estimates and budgets for all projects

KEY PERSONNEL:

Michael Duncan, Account Manager
Bryan McCall, Digital Creative Director
Sara Mitchell: Creative Director
Samantha Miller: Media Planner
Erin Kaylor: Digital Advertising Specialist
Brandon Hoover: Web Developer

SIMILARITIES:

This is full-service marketing account requiring daily interaction and support. It involves long-range strategy planning and day-to-day execution in a wide variety of media.

Landing page

Gulf Winds CREDIT UNION Home | Contact Us

Understand Your Credit Score

Improve your score and your life.

Credit is an essential part of a balanced financial life. Your credit score, or rating, needs to be at a certain level to get a loan, buy a house, or sometimes even land a job. Higher credit scores often mean lower interest rates because those higher scores indicate a degree of responsibility for paying debt.



What do the numbers mean?

Your three-digit number sits somewhere on a scale from 300-850. This number is used to predict how you'll repay your debts. Based on your history of financial decisions shown on your credit report, it tells lenders how much they should trust you. So, how can you work towards building your financial trustworthiness?



What makes up your credit score?

The first step in working towards financial freedom is understanding what factors go into determining your credit score and how much they have an impact.



Five main factors impact your credit score.

- 35% Payment History
- 30% Amount Owed
- 15% Length of Credit
- 10% New Credit
- 10% Type of Credit

35% Payment History

Making your payments on-time, over time, is one of the best things you can do for your credit score. Missing payments, or bad marks like a bankruptcy, can have a big impact. Over time these negative impacts will fade, but keeping up with your payments is essential.

30% Amount Owed

A good rule of thumb: stay under 30% of your available credit limit. If you owe more than this on any card, or across all cards, it could lower score.

See How Much Credit You're Using

CREDIT LIMIT	TOTAL BALANCE	PERCENT USED
--------------	---------------	--------------

15% Length of Credit

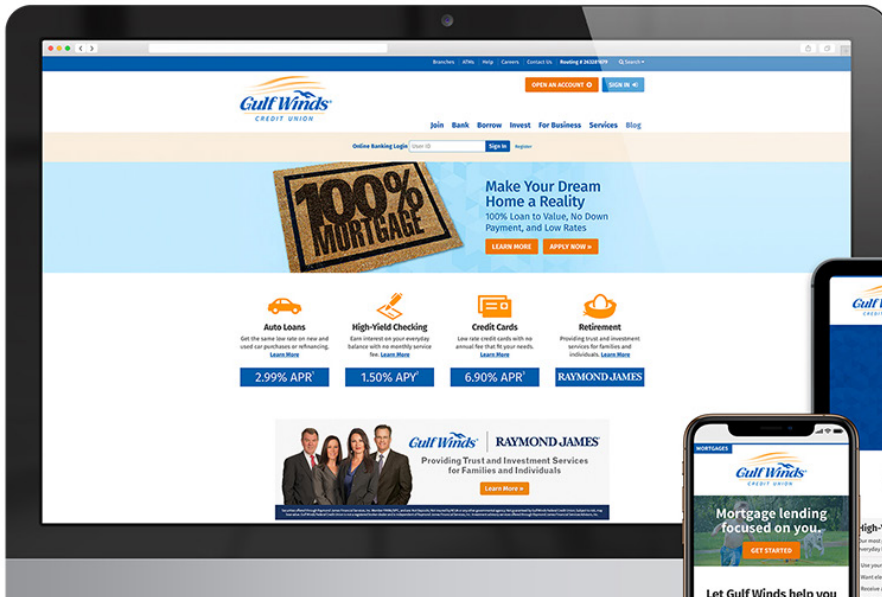
The longer an account stays open, active, and in good standing, the better it is for your score. The age of your oldest account and the average age of your overall accounts impact your score. Opening a new line of credit could hurt your credit score but making your payments on time and keeping your "Amount Owed" below 35% will offset that impact.

Your score is weighted by time.

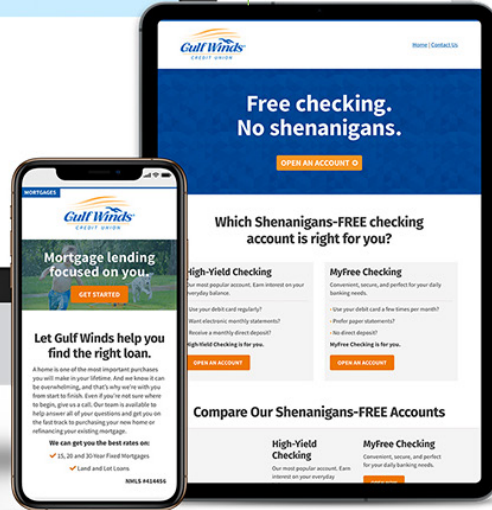
For example, the last 12 months of your credit history determine 40% of your score.



10% New Credit



Website



Print ad

Your credit union. We mean it. Literally.

At Gulf Winds, members are the owners. Since there are no shareholders to pay, our earnings directly benefit you in the form of higher savings rates, better loan rates and lower fees. If you live, work, worship, or attend school here, Gulf Winds can be your credit union. Really.

See the difference Gulf Winds makes. Join today.

800.650.6328
GoGulfWinds.com

Federally insured by NCUA. Equal housing opportunity.



Digital Ads

Learn how much house you should afford (and get other mortgage tips).



with



Learn why your credit reports are so important (and get other mortgage tips).



with



Direct Mail



REFERENCE IV

PROJECT NAME: Shoal River Ranch Marketing
AGENCY: Okaloosa County EDC
ADDRESS: 1170 Martin Luther King Jr Blvd
CITY, STATE, ZIP CODE: Ft Walton Beach, FL 32547
CONTACT PERSON: Nathan Sparks, CEcD
TITLE: Executive Director
EMAIL: nathan@florida-edc.org
TELEPHONE: 850-362-6467
PROJECT COST: > \$6,000
COMPLETION DATE: November, 2019

SCOPE of PROJECT:

- Developed branding and logo for the Shoal River Ranch Gigasite
- Developed action plans to reach targeted markets
- Developed marketing and presentation materials
- Developed invitations for site selector meetings
- Present detailed estimates and budgets for all proposed projects

KEY PERSONNEL:

Bryan McCall, Account Director
 Michelle Corley: Creative Director
 Samantha Miller: Projector Manager
 Michael Fernandes: Art Director

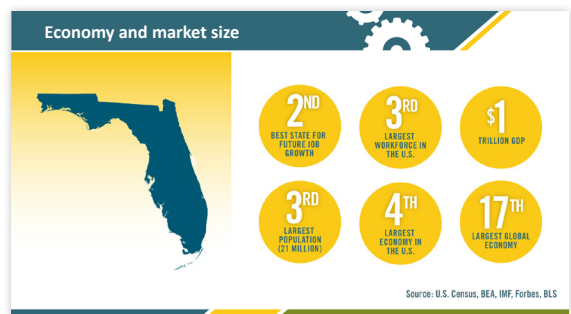
SIMILARITIES:

This project was grant-funded to market an industrial site. The project is similar in scope to a marketing program for Whiting Aviation Park. It was managed through a county-funded economic development organization.

Logo development



Presentation graphics



Presentation graphics



One-sheets

**SHOAL RIVER RANCH
FLORIDA'S GIGASITE**
10,000 ACRES OF POSSIBILITY

COMMUNITY & REGION

LOCATION	Located in Okaloosa County, FL with a population of 207,115						
LABOR SHED	Northwest Florida has a labor force of 1.2 million. A 60-mile radius from Shoal River Ranch offers an estimated supply of over 50,000 skilled manufacturing-type workers and 3,700 manufacturing-related education program completers each year.						
MILITARY ADVANTAGE	6 military installations are in the region and 3,400 service members exit these bases each year at a median age of 38. In Okaloosa County, there are approximately 2,000 military separations each year from Eglin Air Force Base, Hurlburt Field and their various tenant units.						
PORT	<table style="width: 100%; border: none;"> <tr> <td>Port of Pensacola</td> <td>— 40 miles away, FTZ #249</td> </tr> <tr> <td>Port Panama City</td> <td>— 55 miles away, FTZ #65</td> </tr> <tr> <td>Port of Mobile</td> <td>— 100 miles away, FTZ #82</td> </tr> </table>	Port of Pensacola	— 40 miles away, FTZ #249	Port Panama City	— 55 miles away, FTZ #65	Port of Mobile	— 100 miles away, FTZ #82
Port of Pensacola	— 40 miles away, FTZ #249						
Port Panama City	— 55 miles away, FTZ #65						
Port of Mobile	— 100 miles away, FTZ #82						
RAIL	FGA mainline rail is located adjacent to the site's northern boundary.						
HIGHWAYS	US Highway 90 is located adjacent to the site's northern boundary. Interstate 10 bisects the site, with north and south parcels accessible across an existing overpass.						
AIRPORT	<p>Commercial airport: Destin-Fort Walton Beach Airport (VPS; service on Delta, Silver Airways, American, United and Allegiant)</p> <p>General aviation airports: Bob Sikes Airport (CEW), 4 miles away with an 8,000 ft. runway, and the Destin Executive Airport (DTS)</p>						
POST-SECONDARY EDUCATION INSTITUTIONS	<table style="width: 100%; border: none;"> <tr> <td>• Northwest Florida State College</td> <td>• University of West Florida – Emerald Coast Campus</td> </tr> <tr> <td>• Okaloosa Technical College</td> <td>• Embry-Riddle Aeronautical University Worldwide</td> </tr> <tr> <td>• University of Florida Graduate Engineering Research Center</td> <td></td> </tr> </table>	• Northwest Florida State College	• University of West Florida – Emerald Coast Campus	• Okaloosa Technical College	• Embry-Riddle Aeronautical University Worldwide	• University of Florida Graduate Engineering Research Center	
• Northwest Florida State College	• University of West Florida – Emerald Coast Campus						
• Okaloosa Technical College	• Embry-Riddle Aeronautical University Worldwide						
• University of Florida Graduate Engineering Research Center							
PUBLIC SCHOOLS	The Okaloosa County School District is consistently ranked as one of the Top 5 school districts in the State of Florida and has had a long-standing emphasis on Career & Technical Education (CTE). Also home to the state's first STEM Middle School.						

**SHOAL RIVER RANCH
FLORIDA'S GIGASITE**
10,000 ACRES OF POSSIBILITY

FLORIDA'S GIGASITE

ACREAGE	10,500
LAND OWNERSHIP	Majority owned by the Holland Ware Charitable Foundation, Okaloosa County Board of County Commissioners own 162 acres and have a purchase option in place on 1,665 acres.
UTILITIES	Communications, electric and natural gas infrastructure are all located adjacent to the site with the ability to meet the demands of major industrial projects. Water and sewer extensions adjacent to the site have been funded and are expected to be completed by November 2020.
ZONING	Entire county-optional parcel is zoned for industrial use, with an additional 300 acre parcel located on US Hwy 90 also zoned industrial.
WETLANDS	No wetlands impacts on prime development parcels, flat to gently rolling topography.
ENVIRONMENTAL	Parcel specific Phase I ESA, Soils Map and Survey Available; Flood Zone X.
POSSIBLE CONSTRUCTION SCHEDULE	Smaller projects (100,000 to 500,000 SF) would range from 12-18 months. Mega projects (500,000 SF and above) range from 18-24 months for construction.

1-800-995-7374
WWW.SHOALRIVERGIGASITE.COM

c: Experience

Economic Development requires you to separate yourself from the crowd. And it's a big crowd. More than 3,000 counties and thousands of municipal, regional, and state organizations compete for the precious resources that can improve their well-being. To compete, you have to be noticed.

Duncan McCall's Economic Development Team specializes in delivering practical, efficient, and sustainable strategies that can help you succeed. Practical because your resources are limited, efficient because your budget and time are limited, and sustainable because economic development is a long game.

We have worked with Santa Rosa EDO for many years. We designed the **santarosaedo.com** website as well as micro-sites including **santarosaaviation.com**, **whitingaviationpark.com** and **santarosacareerpathways.com**. In addition to web design, we support Santa Rosa EDO with collateral, direct mail, and other marketing projects — even winning awards from the International Economic Development Council.

We provide marketing services to Florida's Great Northwest, the Florida Panhandle's regional economic development organization, including designing their website at **floridagreatnorthwest.com**. We have also developed specialty websites for FGNW, including **northwestfloridaforward.com** and **northwestfloridamade.com**.

Other economic development projects include, **jacksonedc.com**, **wakullaedc.com**, and **floridaalabamamegasite.com** created for Opportunity Florida.

We recently developed a new brand for One Okaloosa EDC, as well as an on-line virtual business incubator at **startupokaloosa.com**.

Considering workforce development as an extension of economic development, we've partnered with organizations in the marketing of career academies and career pathways. **Northwestfloridacareerpathways.com** shows a recent collaboration of this type.



Florida's Advantages... Our Own Unique Strengths

Our corner of Florida offers all the same advantages and more — **more** space to expand, a **more** central location to the Southeast, and much **more** than you imagined.

Florida's Great Northwest

find **more** at floridagreatnorthwest.com

Santa Rosa County hits the incentive sweet spot for aviation and aerospace companies.

Santa Rosa County in Northwest Florida is uniquely positioned to offer local, state, and regional benefits to help land flight-based companies.

Triumph Gulf Coast
Over the next decade-plus, \$15 billion will be directed to Northwest Florida for economic development enhancements. These funds, from a settlement related to the Deepwater Horizon oil spill, represent an unprecedented opportunity for Northwest Florida. The funds can be used to provide abatement of property taxes, support infrastructure needs — such as buildings, roadways, rail spurs, utilities and more — and to develop workforce training programs.

Space Florida
Space Florida is uniquely empowered by the State of Florida with robust tools to aid companies in aerospace and related industries, including facility and equipment financing and utilization of statutory tax efficiencies to reduce short- and long-term capital costs.

Santa Rosa County Aggressive Incentives
Companies in target industries can also qualify for several local programs to offset the costs of training new or existing team members, get rebates on property and ad valorem taxes, and purchase industry equipment. There are also breaks on equipment and electricity.

Find out how Santa Rosa County can help your bottom line. Give us a call at (850) 623-0174 - shannon@saracounty.com or visit SantaRosaEDO.com

Print Ads

Website



Digital and Social Media Ads

“Unprecedented economic development incentives”

Available now through Triumph Gulf Coast.

LEARN MORE

Santa Rosa ECONOMIC DEVELOPMENT

Atlanta Business Chronicle with Santa Rosa County Economic Development Office. Paid Partnership

Philadelphia-based Leonardo Helicopters is under contract to deliver and maintain up to 130 new helicopters to the U.S. Navy. (Sponsored Content) <https://bit.ly/2Gm73lm>

BIZJOURNALS.COM
Florida's Santa Rosa County aims to attract aviation companies with innovative incentives - Atlanta Business Chronicle

Print Collateral

WHITING AVIATION PARK

A READY WORKFORCE

Over 64,000 military retirees and a wealth of civilian DoD civilian contractors have been trained and educated in the area's premier military aviation training center. The result is a large concentration of military professionals with a diverse skill set and workforce.

Various Services Offered by CareerSource Escambia:

- On-site assistance with the Florida Federal Building Program.
- Employment Worker Training and On-the-Job Training
- Applicant recruitment and pre-screening services.
- Interviewing, covering, and on-site training.
- Flexible assistance to your organization for on-site recruitment, interviewing, covering, and on-site training.

Whiting is competitive and lower than the state average. Incentive breaks are being to reach. Our staff continues to work with companies that offer better than the advantages for long-term profitability. We're more affordable than states like California, New York, and Michigan when it comes to land and labor.

EDUCATION

Our premier educational system is home to more than 12,000 students. Our primary and secondary public education is consistently ranked in the top three school districts statewide. The region is also known for offering the standardized tests and passes several Blue-Ribbon Schools. Starting as early as middle school with career opportunities, aviation-specific dual credit programs and public schools to help in the training of Florida Research and Education Engineering Facility near Eglin Air Force Base and the George State Technical College and Hancock School.

AD VALOREM TAX EXEMPTION
The Economic Development Ad Valorem Tax Exemption (EDAVTE) is a 6-year tax incentive for new or expanding businesses and is granted in the discretion of the Board of County Commissioners.

TRIAL PERIOD GULF COAST
\$1.5 billion in economic development enhancements has been allocated to Northwest Florida, including Santa Rosa County. Through Gulf Coast funds are being used for public infrastructure, workforce training, and tax reduction. The requirement an extraordinary opportunity for business expansion on the Gulf Coast.

EXPERTISE PERMITTING
Our staff is highly trained and experienced in all areas of business in obtaining necessary permits and approvals in a timely, efficient and professional manner. Our project and fee schedule to a project manager who will bring in all related parties for a pre-application meeting to ensure that your project will run as smoothly and quickly as possible.

SPACE FLORIDA
Space Florida is uniquely empowered by the State of Florida with robust tools to aid companies in aerospace and related industries, including facility and equipment financing and utilization of statutory tax efficiencies to reduce short- and long-term capital costs.

\$540 Million
EDC investment from all aviation-related investments in Santa Rosa County and Eglin Air Force Base.

2,400
New Jobs Annually

84,000
Quality Jobs

300,000
Quality Jobs

WHITINGAVIATIONPARK.COM

We are part of the agency group that has a contract with Visit Pensacola, the tourism marketing agency for Escambia County. We perform project work for Okaloosa County EDC and Florida's Great Northwest. We do not consider these conflicts of interest since the benefits of competition with these entities is minor next to the benefits of cooperation and lifting up the region.

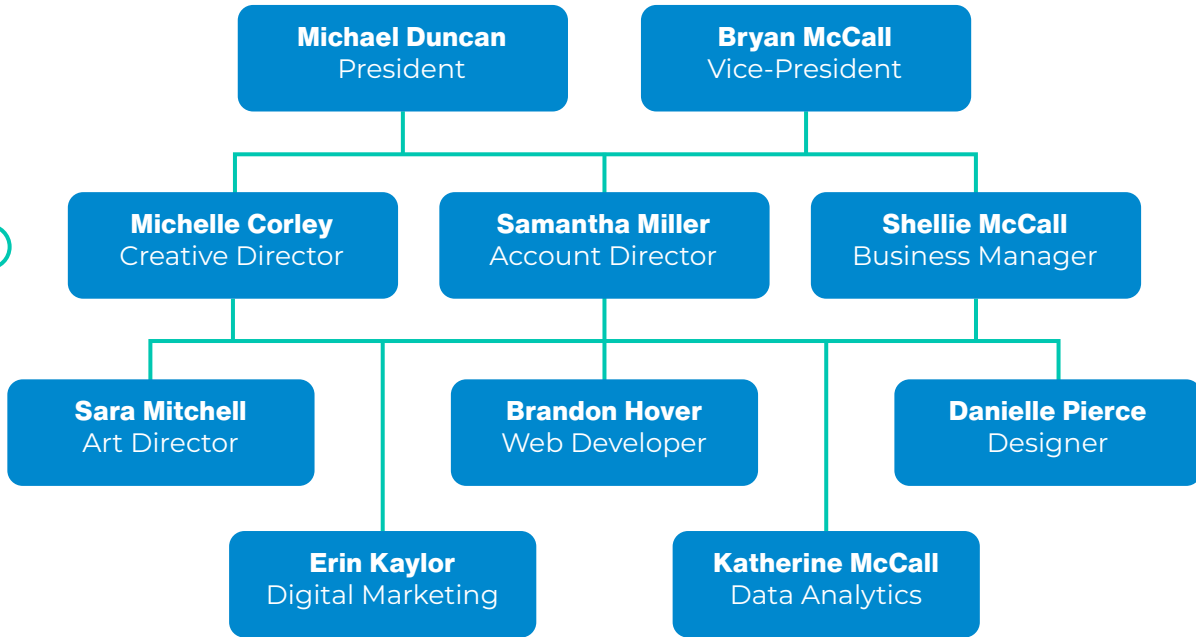
d: Conflict of Interest

2: Background Information

- A: Duncan McCall, Inc. was founded in 1995.
- B: We currently have nine full-time employees.
- C: Total billing over the last two years is over \$4,000,000.
- D: See next page

- E: Over the past five years, Duncan McCall has provided many projects for Santa Rosa EDO, including websites, direct mail, digital advertising, print advertising, copy writing, print collateral, displays, and public relations. We have developed several websites for Santa Rosa County EDO, including SantaRosaEDO.com, WhitingAviationPark.com, and SantaRosaAviation.com.
In support of grants, we've developed marketing programs for Santa Rosa Career Academies, and for Adult Schools.
- F: Duncan McCall is a full-service advertising agency, marketing, and public relations firm. We provide marketing and branding consultation, creative services, media planning and buying, and public relations services.
In addition to traditional marketing, we have a very capable digital services team — offering web development, digital marketing, social media marketing and management, analytics, search marketing, and email programs.
- G: Our team includes experts in technologies supporting graphic design, photography, video production, web and application development, digital marketing platforms (including Google tools), social platforms, and data analytics, Tools include Adobe Creative Suite; Microsoft Office; Google Analytics, Ads, and Search Console; Facebook Ad Manager; Stack Adapt Manager; SEMRush; Atom IDE; Zoho Analytics and many others.
- H: We perform the vast majority of work without subcontracting. We will occasionally hire additional team members for complex video projects, or programmers for complex software application development.
- I: Our offices are in Pensacola, Florida — about 25 minutes away from Santa Rosa EDO.
- J: See next page

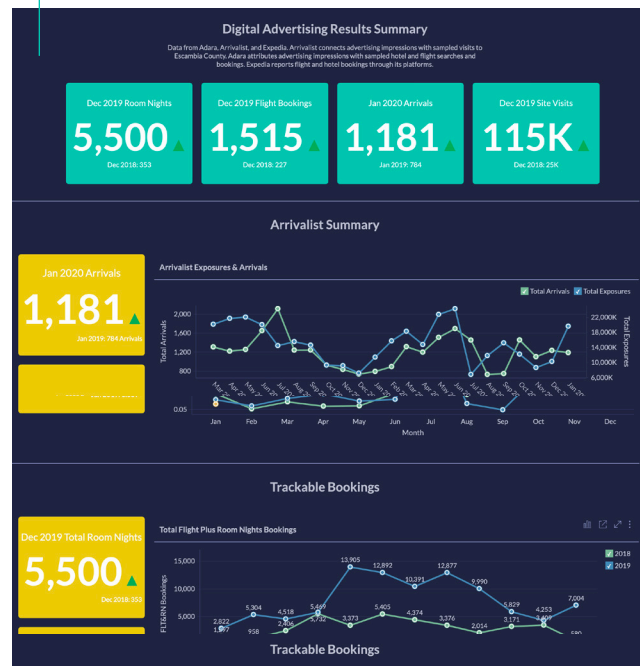
Organizational Chart



Metrics and Performance Tracking

Working with you, we will develop a set of key performance indicators for each campaign or project. We'll create an online dashboard to track metrics in an easily accessible format. Ideally, we will be able to measure the number and quality of contacts with EDO staff resulting from these programs.

Metrics Dashboard



V: Cost Proposal

Objective

- To protect and enhance military missions while reducing Santa Rosa County dependence on military missions

Scope of Work

The scope of work as described in RFP:

- Design and produce printed materials to be used by the Santa Rosa County Economic Development Office to reinforce and promote the assets and resources that are available to Santa Rosa County and utilize materials during aviation-related tradeshows, meetings and conferences.
- Produce media campaign, ad design, and professional videos for social media and other digital media to engage prospective aviation and aerospace industry representatives to reinforce and promote the assets and resources available in Santa Rosa County

The following recommended tactics are based on our understanding of the objectives, available budget, and timeline.

Recommended Tactics

Sales Collateral

Various print materials to use during meetings with site consultants, at trade show events, or potentially mailed to new contacts.

<input type="checkbox"/> Brochure	\$730
Printing 1,000 copies of a 6-panel 8.5x11 brochure (flat size 25.5 x 11)	
<input type="checkbox"/> One-sheet	\$350 (per sheet)
Printing 500 copies of an 8.5x11 sheet on heavy gloss, coated stock, full-color on both sides	
<input type="checkbox"/> Postcard	\$270 (per card)
Printing 500 copies of an 6x9 postcard on heavy gloss, coated stock, full-color on both sides	

Trade Show Booth Materials

Display materials that can be used for trade shows, conferences and other events.

<input type="checkbox"/> Backdrop	\$400
Printing 10x8' full color backdrop banner on vinyl, includes frame and carrying case	
<input type="checkbox"/> Retractable Banner Stand	\$456
Printing 35x89" full color retractable banner, includes stand and carrying case	
<input type="checkbox"/> Table Cover	\$518
Printing custom 6' stretch table cover, full back with zipper	

Site Selection Magazine Ad

A half-page print ad to run in one issue of Site Selection Magazine, the industry's most reputable publication with a circulation of over 45K and readership of nearly 150K.

<input type="checkbox"/> Half Page Color Ad	\$9,600
Media cost only. Does not include creative production.	

Digital Advertising Campaign

A digital campaign using 1st- and 3rd-party data to define very specific audiences that we identify as potential leads, and reaching those audiences using a variety of targeting tactics such as remarketing and geo-fencing as well as other methods (full list of tactics below). Using a variety of ad formats will ensure creative variety, ad frequency and measurable results. Ad formats would include native, display and video, further explanation of each ad format is included below.

METRICS:

We can track ad impressions through a lead funnel, based on clicks and engagement from different devices. Clicks through to the website will be evaluated using the lead tracking module and Google Analytics. Contact requests will be considered the primary conversion. Secondary conversions include, website pageviews, bounce rate, etc.

TARGETING TACTICS:

- Remarketing – targeting people who have recently visited the website
- IP address – targeting high-level employees by the IP address range of their corporate network
- Defined audiences – targeting people working in the aviation sector, along with income data
- Geo-fencing – serving ads to people on any device while they are in a specific location, or have been recently visited the location (trade shows for example)
- Geographic – with any targeting tactic we can layer on a certain geographic territory to further refine the audience

MEDIA BUDGET:

Suggested digital media budgets

<input type="checkbox"/> Remarketing	\$2,500
<input type="checkbox"/> IP Address	\$5,000
<input type="checkbox"/> Aviation sector audience	\$6,000
<input type="checkbox"/> Geo-fencing (1 to 3 conferences)	\$3,500

AD FORMATS:

- Native – ads that masquerade as articles placed in-feed on social platforms, in display inventory throughout the web, or as content recommendations within articles. These ads would click-through to article content we establish on your website.

- Display – digital ads (typically animated) in five different sizes served within available inventory across the web. Display ads can click-through to any pre-determined page on your website.
- Video – video ads up to 60 seconds long to be placed within articles, as pre-roll, mid-roll or post-roll of other video content, or as an enhancement to the native ad format.

Production and Agency Services

Agency services for the following materials including, but not limited to content development, copyediting, creative design, production, video production, campaign facilitation, monitoring and reporting.

<input type="checkbox"/> Brochure	\$3,000
<input type="checkbox"/> One-sheet	\$800
<input type="checkbox"/> Postcard	\$650
<input type="checkbox"/> Trade Show Booth Materials	\$1,000
<input type="checkbox"/> Digital campaign creative	\$5,500
<input type="checkbox"/> Digital campaign management	\$3,000
<input type="checkbox"/> Website landing page	\$1,400
<input type="checkbox"/> Full-page print ad design	\$500

Calculating Costs

We're flexible on payment options. Typically we invoice Net 30 per project at completion. Project estimates are based on hourly rates:

- Project Management \$100/hour
- Creative Development \$100/hour
- Photography/Video \$160/hour
- Administrative \$65/hour

We are assuming that trade show booth materials can be considered printing/placement of printed marketing materials. However, discussions with your team may lead to adjustments of these recommendations.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

BID SUBMISSION CHECKLIST

SRC Form Toc 026_01_091619

Respondent Name: Duncan McCall, Inc.
RFP 21-027 Professional Advertising/Marketing Services

- Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- 1 Original Bid Package and 3 Copies with 1 Electronic Copy in .pdf on a CD or USB Drive
- Bid Submittal Checklist attached to top of Original Bid Package
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Debarment Form
- References Form
- Conflict of Interest Form
- 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.
- Proof of State of Florida business registration (sunbiz.org)

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: Duncan McCall, Inc.

By: Bryan McCall
(Print)

Signature: _____

Title: Vice President

Date: April 20, 2021



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

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, Bryan McCall representing Duncan McCall, Inc.

(Print)

(Company)

On this 20th 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)



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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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 21-027 Professional Advertising/Marketing Services
2. This sworn statement is submitted by, Duncan McCall, Inc., whose business address is, 4400 Bayou Blvd. #11, Pensacola Florida 32503, and (if applicable) Federal Employer Identification Number (FEIN) is 59-32986 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is Bryan McCall 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.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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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

Bryan McCall
Name

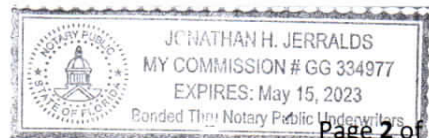
Signature

4/20/21
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 4-20, 2021, and is personally known to me, or has provided FL/DL as identification.

STATE OF FLORIDA
COUNTY OF: Escambia
My Commission expires: 5-15-2023

Notary Public





SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

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: Bryan McCall Title: Vice President

Signature: _____

Firm: Duncan McCall, Inc.

Street Address: 4400 Bayou Blvd. Suite 11

City: Pensacola

State: FL Zip Code: 32503

Solicitation Name Professional Marketing and Advertising Services # XX-XXX RFP 21-027



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

REFERENCES FORM

SRC Procurement Form Memo 024_01_020520

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 Duncan McCall, Inc.
PROPOSAL POINT OF CONTACT Bryan McCall PHONE 850-476-5035
EMAIL bryan@duncanmccall.com

REFERENCE I.

PROJECT NAME: Marketing Support
AGENCY: Florida's Great Northwest
ADDRESS: P.O. Box 370
CITY, STATE, ZIP CODE: Niceville, FL 32588
CONTACT PERSON: Jennifer Conoley, CEcD
TITLE: Past President & CEO
EMAIL: jconoley@fgnw.org
TELEPHONE: 850.527.0999
PROJECT COST: ~ \$15,000
COMPLETION DATE: Ongoing

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form) See page 4

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form): See page 4



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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REFERENCE II.

PROJECT NAME: NW Florida Career Pathways
AGENCY: Gulf Power / CFEF
ADDRESS: 815 Pinedale
CITY, STATE, ZIP CODE: Fort Walton Beach, FL 32547
CONTACT PERSON: Wes Hudgens
TITLE: Sr. Community Relations Specialist
EMAIL: Wesley.Hudgens@nexteraenergy.com
TELEPHONE: (850) 444-6654
PROJECT COST: ≈ \$40,000 Annually
COMPLETION DATE: Ongoing

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form) See page 6

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form): See page 6

REFERENCE III.

PROJECT NAME: Agency of Record Account
AGENCY: Visit Pensacola, Inc. (Escambia County)
ADDRESS: 1401 E. Gregory Street
CITY, STATE, ZIP CODE: Pensacola FL, 32502
CONTACT PERSON: Nicole Stacy
TITLE: Director | Marketing & Communications
EMAIL: nstacey@visitpensacola.com
TELEPHONE: 850.434.2142
PROJECT COST: \$2.8 million annual budget
COMPLETION DATE: Ongoing

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form) See page 8

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form): See page 8



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

REFERENCE IV.

PROJECT NAME: Agency of Record Account
AGENCY: Gulf Winds Credit Union
ADDRESS: 400 West Garden Street
CITY, STATE, ZIP CODE: Pensacola, FL 32502
CONTACT PERSON: Pola Young
TITLE: AVP of Marketing
EMAIL: Pola.Young@gogulfwinds.com
TELEPHONE: 850-479-9601 x145
PROJECT COST: Proprietary but over \$250,000
COMPLETION DATE: Ongoing

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

See page 10

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

See page 10

REFERENCE V.

PROJECT NAME: Shoal River Ranch Branding & Marketing
AGENCY: One Okaloosa EDC
ADDRESS: 1170 Martin Luther King Jr Blvd, Bldg 7 #717
CITY, STATE, ZIP CODE: Fort Walton Beach, FL 32547
CONTACT PERSON: Nathan Sparks, CEcD
TITLE: Executive Director
EMAIL: nathan@oneokaloosa.org
TELEPHONE: 850-362-6467
PROJECT COST: ≈ \$10,000
COMPLETION DATE: November, 2019

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

See page 13

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

See page 13



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

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

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 _____

Table with 2 columns: Name(s), Position(s). Multiple rows for listing individuals.

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

FIRM NAME: Duncan McCall, Inc.

BY (PRINTED): Bryan McCall

BY (SIGNATURE): _____

TITLE: Vice President

ADDRESS: 4400 Bayou Blvd., #11 State FL Zip Code 32503

PHONE NO: 850-476-5035

E-MAIL: bryan@duncanmccall.com

Date: April 20, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2021

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 JOHN KIZZIAH INSURANCE AGENCY INC 4300 BAYOU BLVD, SUITE 23 PENSACOLA, FL 32503	CONTACT NAME: JENNIFER BRANTLEY PHONE (A/C, No, Ext): 850-477-8100 E-MAIL ADDRESS: JENNIFER@JKIZZIAH.COM	FAX (A/C, No): 850-477-8103
	INSURER(S) AFFORDING COVERAGE	
INSURED DUNCAN-MCCALL INC 4400 BAYOU BLVD, SUITE 11 PENSACOLA, FL 32503	INSURER A: State Farm Florida Insurance Company	NAIC # 10739
	INSURER B: State Farm Mutual Automobile Insurance Company	25178
	INSURER C: State Farm Fire and Casualty Company	25143
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		98-KH-3076-2	02/11/2021	02/11/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			G49-7378-F12-59	12/12/2020	06/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			G53-0986-C13-59	03/13/2021	09/13/2021	BODILY INJURY (Per person) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			G66-8503-E17-59	11/17/2020	05/17/2021	BODILY INJURY (Per accident) \$ 1,000,000
							PROPERTY DAMAGE (Per accident) \$ 250,000
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	98-CA-R677-9	09/01/2020	09/01/2021	PER STATUTE <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SANTA ROSA COUNTY IS LISTED AS AN ADDITIONAL INSURED

CERTIFICATE HOLDER SANTA ROSA COUNTY 6495 CAROLINE ST MILTON, FL 32570	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
--	--

State of Florida

Department of State

I certify from the records of this office that DUNCAN MCCALL, INC. is a corporation organized under the laws of the State of Florida, filed on February 8, 1995.

The document number of this corporation is P95000011203.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 18, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of March, 2021*



Randy R. Lee
Secretary of State

Tracking Number: 1513949944CU

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

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

**Attachment “B”
Civil Rights Clauses**

Attachment “B”

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 "C"
Scrutinized Contractors Certificate

Attachment C
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: 4/22/2021

COMPANY: Duncan McCall, Inc.

ADDRESS: 4400 Bayou Blvd.

11

PHONE NO.: 950-476-5035

SIGNATURE: 

NAME: Bryan McCall
(Typed or Printed)

TITLE: Vice President

E-MAIL: bryan@duncanmccall.com

**Attachment “D”
Grant
Defense Reinvestment Grant Agreement, State of Florida, Department of Economic
Opportunity, Agreement #S0145**

**DEFENSE REINVESTMENT GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and Santa Rosa County Board of County Commissioners (“Grantee”). DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

I. GRANTEE AGREES:

A. Performance Requirements:

Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all of its attachments and/or exhibits, which are incorporated by reference herein.

B. Type of Agreement:

This Agreement is a **cost reimbursement** agreement.

C. Agreement Period:

The term of this Agreement begins on July 1, 2020 and ends on June 30, 2021. DEO is not obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date. Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon Grantee’s satisfactory performance of all duties and obligations hereunder, as determined by DEO.

D. Agreement Payment:

This Agreement shall not exceed Sixty-Two Thousand Five Hundred Dollars **and Zero Cents (\$62,500.00)**, which shall be paid by DEO in consideration for Grantee’s provision of services as set forth by the terms and conditions of this Agreement. The State of Florida and DEO’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an “annual appropriation” of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Grantee in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Agreement or to be paid from any other source is not eligible for reimbursement under this Agreement.

E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):

1. Grantee shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

2. If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Agreement for Grantee's refusal to comply with this provision.
4. Grantee shall perform all tasks contained in Attachment 1, Scope of Work.
5. Receipt by Grantee of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Grantee shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement.
7. Renewal: This Agreement may not be renewed.
8. If Grantee fails to perform in accordance with the Agreement, DEO shall apply the financial consequences specified herein.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Grantee; whereas, intellectual property rights to all property created or otherwise developed by Grantee specifically for DEO will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

F. Governing Laws of the State of Florida:

1. Grantee agrees that this Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Agreement.
2. If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.033, F.A.C. and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.
3. Grantee shall not expend any funds provided under this Agreement for the purposes of lobbying the Legislature, the judicial branch, or any State agency. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Grantee shall not, in

connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements.

4. Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
5. **Public Entity Crime:** Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
6. **Advertising:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
7. **Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written

material, the words “State of Florida, Department of Economic Opportunity” shall appear in the same size letters or type as the name of the organization.

8. Mandatory Disclosure Requirements:

- a. **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Grantee or its affiliates.
- b. **Convicted Vendors:** Grantee shall disclose to DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.5 above for a period of thirty–six (36) months from the date of being placed on the convicted vendor list.
- c. **Vendors on Scrutinized Companies Lists:** Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (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 s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is 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 engaged in business operations in Cuba or Syria.
 - 1) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification or if Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement.
 - 2) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO’s determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO’s determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of DEO’s determination of false certification by the Grantee.
 - 3) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- d. **Discriminatory Vendors:** Grantee shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S. appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

- 1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
- 2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
- 3) submit bids, proposals, or replies on leases of real property to a public entity;
- 4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub-Grantee, or consultant under a contract or agreement with any public entity; or
- 5) transact business with any public entity.

9. Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

10. Information Release:

- a. Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.
- b. If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- c. DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- d. Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to

DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

- e. If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.
- f. Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- g. In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.
- h. Grantee shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- i. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

11. Funding Requirements of Section 215.971(1), F.S.:

- a. Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- b. Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.
- c. Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

G. Grantee Payments:

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (with detail sufficient for a proper pre-audit and post-audit thereof). Invoices must also comply with the following:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specify otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

H. Final Invoice:

Grantee shall submit the final invoice for payment to DEO no later than **45** days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

I. Return or Recoupment of Funds:

1. Grantee shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by DEO. In the event that Grantee or its independent auditor discovers that overpayment has been made, Grantee shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event that DEO first discovers an overpayment has been made, DEO will notify Grantee by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity."
2. If authorized and approved, Grantee may be provided an advance as part of this Agreement.
3. Notwithstanding the damages limitations of Section II.F., if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

J. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

K. Audits and Records:

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

3. Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.
4. Grantee shall retain all Grantee records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements. Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
5. Grantee shall include the audit and record keeping requirements in all approved subrecipient subcontracts and assignments.
6. Within sixty (60) days of the close of Grantee's fiscal year, on an annual basis, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@deo.myflorida.com. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.
7. Grantee shall (i) maintain all funds provided under this Agreement in a separate bank account, or (ii) Grantee's accounting system shall have sufficient internal controls to separately track the funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs that result from purchases made with commingled funds.

L. Employment Eligibility Verification:

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:
<https://www.e-verify.gov>
2. In accordance with 448.095, F.S., the State of Florida expressly requires the following:
 - a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

3. If Grantee does not have an E-Verify MOU in effect, Grantee must enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

M. Duty of Continuing Disclosure of Legal Proceedings:

1. Prior to execution of this Agreement, Grantee must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Grantee (and each subcontractor) in a written statement to DEO's Agreement Manager. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, Grantee shall be required to provide DEO's Agreement Manager all reasonable assurances requested by DEO to demonstrate that:
 - a. Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
 - b. Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

N. Assignments and Subcontracts:

1. Grantee agrees to neither assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
3. If the Project is procured pursuant to Chapter 255, F.S., for construction services and at the time of the competitive solicitation of the Project fifty percent (50%) or more of the cost of

the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.

4. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
 5. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
 6. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
 7. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and Project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
 8. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.
- O. MyFloridaMarketPlace Transaction Fee:** disbursements of State financial assistance to a recipient are exempt from this Transaction Fee pursuant to Rule 60A-1.031(3), F.A.C.

P. Nonexpendable Property:

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property furnished under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

Q. Requirements Applicable to the Purchase of or Improvements to Real Property:

Pursuant to section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, such funds are contingent upon Grantee granting to DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

R. Information Resource Acquisition:

Grantee shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.

S. Insurance:

During the Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Grantee providing such insurance. The following types of insurance are required.

1. Grantee's Commercial General Liability Insurance:

Unless Grantee is a state agency or subdivision as defined by section 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Grantee, at all times during the Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3. Other Insurance:

During the Agreement term, Grantee shall maintain any other insurance as required in Attachment 1, Scope of Work.

T. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

2. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.
3. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Grantee agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Grantee has access to either DEO's network or any DEO applications, or both, in order to fulfill Grantee's obligations under this Agreement, Grantee agrees to abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, sub-contractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.
6. Grantee shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Grantee, its employees, agents, or representatives which is not in compliance with the terms of this Agreement (of which it becomes aware). Grantee also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Grantee by its sub-contractors or agents. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.
7. In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

U. Warranty of Ability to Perform:

Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

V. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida. The rights to any invention resulting from this Agreement that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable.
2. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Grantee shall notify DEO. Any and all copyrights accruing under or in connection with the performance funded by this Agreement are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

W. Independent Contractor Status:

In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent Contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

2. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.
3. Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Grantee, and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Grantee, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

X. Electronic Funds Transfer:

Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

II. GRANTEE AND DEO AGREE:

A. Renegotiation or Modification:

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope of this Agreement. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Grantee. Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables

under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

C. Termination:

1. Termination Due to the Lack of Funds:

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour notice in writing to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

2. Termination for Cause:

DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience:

DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Grantee shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Grantee. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

E. Indemnification (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and

damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

F. Limitation of Liability:

For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

G. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate

any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this paragraph, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

H. Severability:

If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

I. Authority of Grantee's Signatory:

Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Documentation may be in the form of a legal opinion from the Grantee's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

J. Execution in Counterparts:

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. Contact Information for Grantee and DEO Contacts:

Grantee's Payee:	Grantee's Agreement Manager:
Santa Rosa Board of County Commissioners	Jared Lowe
6495 Caroline Street, Suite G	6495 Caroline Street, Suite G
Milton, Florida 32570	Milton, Florida 32570
Telephone No.: 850-981-2016	Telephone No.: 850-981-2017
Email: lanib@santarosa.fl.gov	Fax: 850-981-2015
	Email: jaredL@santarosa.fl.gov

DEO's Agreement Manager:

Liz Miller
107 East Madison Street
Tallahassee, Florida 32399-4120
Telephone No.: 850-717-8968
Email address: Liz.Miller@DEO.MyFlorida.com

In the event that any of the information provided in Section II.K. above changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement.

L. Notices:

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

M. Attachments and Exhibits: Attached to and made part of this Agreement are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Agreement:

- **Attachment 1:** Scope of Work
- **Exhibits A, B, C, and D to Attachment 1:** Quarterly Report, Financial Report, Invoice and Compliance Certification Form, and Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

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N. Execution:

I have read the above Agreement and the attachments and exhibits thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, hereto, the Parties have caused to be executed this Agreement by their undersigned officials duly authorized.

SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS

DEPARTMENT OF ECONOMIC OPPORTUNITY

By _____
Signature
David C. Piech

By _____
Signature
Adam Callaway

Title _____
Chairman

Title _____
Director
Strategic Business Development

Date _____

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: _____

Approved Date: _____

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**Attachment 1
SCOPE OF WORK**

I. Project Description:

A. Section 288.980(4), Florida Statutes (F.S.), established the Florida Defense Reinvestment Grant Program to respond to the need for the State to work in conjunction with defense-dependent communities in developing and implementing strategies and approaches that will help communities support the missions of military installations, and in developing and implementing alternative economic diversification strategies to transition from a defense economy to a nondefense economy. Sections 288.980(3)(a) and 288.980(3)(b), F.S., authorize the Department of Economic Opportunity to award grants related to the Florida Defense Reinvestment Grant Program for such activities as studies, presentations, analyses, plans, and modeling. Staff salaries are not considered an “activity” for which grant funds may be awarded. Travel costs and costs incidental thereto incurred by a grant recipient shall be considered an “activity” for which grant funds may be awarded. Section 288.980(7), F.S., limits the payment of administrative expenses to no more than ten percent (10%) of this grant. Grants are provided to support community-based activities that:

1. Protect existing military installations;
2. Diversify the economy of a defense-dependent community; or,
3. Develop plans for the reuse of closed or realigned military installations, including any plans necessary for infrastructure improvements needed to facilitate reuse and related marketing activities.

B. The State Fiscal Year 2020-2021 funding for the grant is provided by the 2020 General Appropriations Act in:

Line Item #2292	Special Categories Grants and Aids – Military Base Protection ... Defense Reinvestment
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The purpose of the grant is to protect and enhance military missions while reducing Santa Rosa County (SRC) dependence on military missions. Grantee shall complete the following: secure a consultant that will represent SRC and further its efforts to protect several existing military missions as well as sustain and enhance these military missions and values to the county and region, continue dialogue with Pentagon officials and elected officials who represents Florida in the U.S. Congress and develop a premier marketing campaign for the Whiting Aviation Park specifically targeting best-bet businesses.

II. Grantee Responsibilities:

A. Statutory Requirements

Section 288.980(3)(c), F.S., requires that the Grantee:

1. Represent a local government with a military installation or military installations that could be adversely affected by federal actions.
2. Secure matching funds in an amount equal to thirty percent (30%) of the Grant award.
3. Prepare a coordinated program or plan of action delineating how the eligible project will be administered and accomplished, which must include a plan for ensuring close cooperation between civilian and military authorities in the conduct of the funded activities and a plan for public involvement. If part of an existing strategic plan, a copy of the plan must be included with the Grant Application submission.

4. Provide documentation describing the potential for changes to the mission of a military installation located in the applicant's community and the potential impacts such changes will have on the applicant's community.

B. Project Scope

During the term of the Agreement, the Grantee shall complete the following tasks:

- 1) Grantee shall hire a consultant to represent Grantee in meetings, events, presentations, and related activities with the U.S. Department of Defense (DoD), Department of the Navy, Department of the Air Force, and other armed forces. The consultant's responsibilities will include but are not limited to:
 - a) Coordinate tasks and duties that help to sustain and grow the county's military presence and participate in activities that will reduce the county's dependence on the military.
 - b) Provide periodic reports and presentations with updates and recommendations to the Santa Rosa County Military Affairs Committee, Santa Rosa County Board of County Commissioners, and other entities. Services shall include:
 - i) Assist in efforts to improve Santa Rosa County's relationship with military installations, state representatives, and other counties;
 - ii) Monitor and interact with, as necessary, U.S. Navy and Santa Rosa County progress concerning initial phases of land swaps and other land dispositions;
 - iii) Liaise and interact with military and prospective/existing industries, as necessary;
 - iv) Liaise and interact with chamber military affairs committees;
 - v) Liaise and interact with U.S. Congressional offices;
 - vi) Provide support and interaction for the multi-county Defense Support Initiative, which includes Okaloosa, Santa Rosa, and Walton Counties;
 - vii) Coordinate implementation of the Santa Rosa County Joint Land Use Study (JLUS); and
 - viii) Participate in the annual advocacy meeting with the Northwest Florida Defense Coalition in Washington, D.C., along with Pentagon and Congressional officials.
- 2) Grantee shall publish materials that advance aviation marketing, recruitment, and job creation to defense and non-defense aviation companies.
 - a) Design and produce printed materials (e.g., Whiting Aviation Park fact-sheet and brochure) to be used by the Santa Rosa County Economic Development Office to reinforce and promote the assets and resources that are available in Santa Rosa

County, and utilize materials during aviation-related trade-shows, meetings, and conferences.

b) Produce media campaign, ad designs, and professional videos for social media and other digital media to engage prospective aviation and aerospace industry representatives to reinforce and promote the assets and resources available in Santa Rosa County.

c) Grantee shall have the following limits on marketing materials:

- i) Up to \$18,275 for updates and printing/placement of printed marketing materials, and
- ii) Up to \$26,975 for design and placement of digital ads in social media and other online media, this amount includes matching funds.

C. Deliverables. The Grantee agrees to provide the deliverables specified below:

Deliverable No. 1 – Base Realignment and Closure (“BRAC”) Implementation and Installation Readiness Support		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete the Deliverable in accordance with the tasks set forth in Section II. B.1, Project Scope.	<p>Grantee shall successfully complete at least one (1) of the specified tasks in Section II.B., as evidenced by the following, as applicable:</p> <ul style="list-style-type: none"> • Conduct at least one (1) Base Realignment and Closure (BRAC) preparation and readiness activities meeting per month; • A summary report of the task-related meetings, which shall include a list of participation organizations, locations, dates, and a summary of topics discussed for all meetings conducted during the quarter; • Copies of meeting sign-in sheets and handouts; • A summary report of the Santa Rosa County JLUS implementation activities conducted during the quarter; 	Failure to perform the minimum level of service will result in non-payment for this Deliverable.

	<ul style="list-style-type: none"> • Consultant scope of services or comparable documentation; • Consultant invoices including itemized costs; • Travel documentation for all meetings and events attended, which shall include itemized paid receipts for hotel, airfare, and transportation; and • Cancelled checks or other payment-related receipt. 	
Deliverable No. 1 Total Amount Not to Exceed: \$25,200		
Deliverable No. 2 – Development and Design of Marketing Materials and Promotions		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete the Deliverable in accordance with the tasks set forth in Section II. B.2., Project Scope.	<p>Grantee shall successfully complete at least one (1) of the specified tasks in Section II. B.3., as evidenced by the following, as applicable:</p> <ul style="list-style-type: none"> • Copies of materials produced/distributed; • Original invoice/receipt in sufficient detail to evidence the costs are allowable, reasonable, and necessary; and • Cancelled checks or other payment-related receipt. 	Failure to perform the minimum level of service will result in non-payment for this Deliverable.
Deliverable No. 2 Total Amount Not to Exceed: \$37,300		
Project Match		
Task	Minimum Level of Service	Financial Consequences
Grantee shall provide a minimum of 30% match by the end of the Agreement period and provide a summary of all match contributions.	Grantee shall provide a minimum of 30% match by the end of the Agreement period, as evidenced by submitting the Summary of all match contributions associated with the grant activities.	Failure to provide the 30% match by the end of the Agreement period will result in a reduction of the total grant award amount under this Agreement. The total maximum grant award shall be reduced proportionately to the amount of match not obtained. Grantee shall repay to DEO any amounts paid exceeding the maximum grant award as reduced.

		For example, should Grantee match only 20% of the total grant award, the maximum award will be reduced by one-third. [1 – (20%/30%) = 1/3]
		Total Match Required: \$18,750
		Total Award Amount Not to Exceed: \$62,500

Cost Shifting: The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%) of the originating (transferred from) deliverable total funding amount**. Changes that exceed **ten percent (10%) of the originating (transferred from) deliverable total funding amount** will require a formal written amendment, as described in Section II.A., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

D. Reports. Reports shall be submitted electronically to DEO's Agreement Manager, specified in Section II.K. of the Agreement. In addition to other Reports provided for herein, the following reports shall be provided to DEO:

1. Quarterly Reports. Using the templates provided in Exhibit A and Exhibit B to Attachment 1, Scope of Work, the Grantee shall report at least quarterly on the progress of the Project and expenditures. If no progress was made within the quarter, the quarterly report will state that. Reports may be made more frequently than once a quarter upon completion of milestones or other contracted deliverables. Quarterly reports shall be submitted in accordance with the schedule in the table below.

Quarter	For Activity in Months of:	Quarterly Status Report due by:
Q 1	July, August, and September	October 10
Q 2	October, November, and December	January 10
Q 3	January, February, and March	April 10
Q 4	April, May, and June	July 10

2. Defense Grant Final Closeout Form. Using the template provided in Exhibit D to Attachment 1, Scope of Work, the Grantee shall submit completed and duly executed by Grantee's authorized official the Defense Grant Final Closeout Form. The Grantee shall submit completed and signed Exhibit D as part of the last quarterly report. **Final disbursement shall be made only after DEO has approved the Defense Grant Final Closeout Form.**

3. Final Audit Report. The Grantee shall inform DEO's Agreement Manager within forty-five (45) days of Project completion of the type of audit that will be delivered at the end of the agreement. Either: 1) within forty-five (45) days following the completion of all of the Activities or termination of the grant agreement, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to DEO a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating in its professional opinion the Grantee has complied with this Agreement (the "Final Audit Report"); or 2) if the Grantee has an annual audit by an independent certified public

accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, F.S., (the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to DEO at the time when such audit is completed (in any event, within one hundred twenty (120) days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement. **Failure to timely satisfy the Final Audit Report requirement may result in Grantee being deemed ineligible for future grant awards.**

E. Matching Funds.

- 1. Match Amount.** Grantee shall secure and commit to providing, at a minimum, the thirty percent (30%) of the Grant award (the "Matching Funds") required by Section 288.980(3)(c)2., F.S., to establish and maintain eligibility. The Matching Funds shall be received from the identified sources and types indicated in the Project Budget. The term for the Matching Funds shall be concurrent with the Agreement period, as specified in Section I.C. of the Agreement.
- 2. Contribution Types.** For this purpose, the Matching Funds may consist of the following types:
 - a. "Cash Contributions,"** which may include cash contributions from the Grantee, cash contributions from outside sources that are directly applied to the Project; or cash outlays to directly support the Project through acquiring materials and supplies, buying equipment, paying for staff time used to work on the Project, and paying expenses such as travel, telephone, postage, or printing; and,
 - b. "In-Kind Contributions,"** which may include the reasonable value of the partial use of equipment, software, or staff from other divisions of the Grantee or from participating partners; the reasonable rental value of office space; or in-kind contributions from part-time or full-time personnel from other organizations that dedicate a certain percentage of their time to the Project, the value of which is calculated based on their regular hourly rate; or volunteers who work on the Project. If volunteers work outside of business hours, or do not have a regular hourly rate, the value of volunteer time shall not be deemed not to exceed forty dollars (\$40.00) per hour.
- 3. Remedies for Failure to Meet the Matching Funds Required.** It is the Grantee's responsibility to provide proof of the match with the invoice. If the Grantee fails to provide sufficient evidence to DEO that it secured the required Matching Funds by the end of the Agreement period, DEO may exercise any one or more of the following remedies:
 - a.** Reduction of Final Payment owed to the Grantee,
 - b.** Potential disqualification of Grantee from receiving future grant awards.

III. DEO's Responsibilities:

- A.** Monitor the ongoing activities of the Grantee through activities that may include, but are not necessarily limited to, phone calls, quarterly desk reviews of the documentation submitted for payment requests, and annual site visits to verify that all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion.
- B.** Perform contract management responsibilities pursuant to the Agreement.
- C.** Review the Grantee's invoices described herein and process them on a timely basis.

- D. Maintain paper or electronic copies of all documents submitted to the extent required by law.
- E. Reply to reasonable inquiries from the Grantee.
- F. DEO will only submit payment requests to the Department of Financial Services upon satisfactory documentation of completion of the deliverables described in Exhibit C to Attachment 1.

Notwithstanding anything else herein, DEO reserves the right to subcontract any of its responsibilities under this Agreement, to the extent allowable by law. In the event DEO subcontracts some responsibilities hereunder, Grantee agrees to cooperate fully with DEO's subcontractor regarding this Agreement unless and until DEO's Agreement Manager provides written notice to the contrary.

IV. Invoice Submittal and Payment Schedule:

DEO agrees to disburse funds under this Agreement in accordance with the amounts identified per deliverable in Section II.C., Deliverables, of Attachment 1, Scope of Work. In accordance with Section I.F.11, Funding Requirements of Section 215.971, F.S., of this Agreement, Grantee's entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Project. Grantee may submit an invoice that requests reimbursement for costs related to one or more deliverables for all services rendered during the applicable period of time with the limitation of a maximum of no more than one (1) invoice per month.

The following documents shall be submitted electronically to DEO's Agreement Manager with the itemized invoice:

- A. Completed and signed Invoice and Compliance Certification form from the Grantee, as shown in Exhibit C;
- B. Quarterly Report, as described in Exhibit A, if the invoice submission date coincides with the quarterly reporting schedule submission date;
- C. Updated expenditures with receipts, as described in Exhibit B and Exhibit C; and
- D. Any additional documents required by this Agreement or DEO's Agreement Manager.

The State may require any other information from the Grantee that the State deems necessary to verify that the services have been rendered under the Agreement. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

V. Final Payment:

DEO shall hold for release a final payment of five thousand dollars and zero cents (\$5,000.00) or ten percent (10%) of the agreement amount per Section I.D. of this Agreement, whichever is less, upon DEO's receipt and acceptance of the Grant Agreement Final Closeout Report required by Section II.D.2. of Attachment 1, Scope of Work. **The acceptance of final payment, under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of DEO by the Grantee from any and all claims, demands, and causes of action whatsoever to the extent arising from or related to this Agreement.**

VI. Financial Consequences for Failure to Timely and Satisfactorily Perform:

Failure to complete all deliverables in accordance with the requirements of this Agreement, and in particular, as specified in Section II.C., Deliverables, of Attachment 1, Scope of Work will result in assessment by DEO of the specified financial consequences. If applicable, should the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in this Agreement.

VII. Notification of Instances of Fraud:

All instances known or suspected by Grantee of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

VIII. Grantee's Responsibilities upon Termination:

If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

- A. stop work under this Agreement on the date and to the extent specified in the notice;
- B. complete performance of such part of the work as shall not have been terminated by DEO;
- C. take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and
- D. upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

IX. Non-Discrimination:

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. Disposition of Project Property:

- A. Pursuant to Section I.P.7 of this Agreement, upon termination of the Agreement period, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

- B. Grantee shall provide advance written notification to DEO, if during the five (5) year period following the termination of the Agreement period, Grantee proposes to take any action that will impact its ownership of the Project property or modify the use of the Project property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, with its sole discretion, to demand that Grantee reimburse DEO for part or all of the funding provided to Grantee under this Agreement.
 - C. Upon termination of the Agreement period, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
 - 1. Grantee is authorized to retain ownership of the improvements to real property so long as:
 - a. Grantee is not sold, merged or acquired;
 - b. the real property subject to the improvements is owned by Grantee; and
 - c. the real property subject to the improvements is used for the purposes provided in this Agreement.
 - 2. If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in C.1. above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.
- XI. **Subcontracts:** Pursuant to subsection I.N.1 of the Agreement, this shall constitute written authorization of DEO for Grantee to subcontract work under this Agreement to vendors, subject to the requirements of I.N.2, without further written authorization from DEO.

**Exhibit A to Attachment 1
Quarterly Report**

Report for quarter # _____ **Date of the report:** _____

Agreement Number: _____ **Grantee:** _____

If no reimbursement request is being made, complete items 1-5. Reimbursement requests should include items 1-5, and the attachment outlined in item 6.

1. Summary of the Activities completed during the Reporting Quarter, or if no activity took place, a statement of no activity.

2. Summary of Activities scheduled to be completed during the Reporting Quarter, but which were not completed, including the reasons such activities were not completed as scheduled.

3. End date of the Agreement: _____

On track to complete Project by the Agreement end date: _____ yes _____ no

If no, justify:

4. State if Minority and Service-Disabled Veteran Business Enterprises were used in this Project as noted in Section I.N.7. of this Agreement.

5. Estimated payment request for the following quarter.

6. If requesting a reimbursement, pursuant to Section IV.A., Invoice Submittal and Payment Schedule of Attachment 1, Scope of Work, the following items shall be included with your report:
 - a. Completed and signed Invoice and Compliance Certification form, as shown in Exhibit C;
 - b. Updated expenditures with receipts, as described in Exhibit B and Exhibit C; and
 - c. Any additional documents required by this Agreement or required by DEO's Grant Agreement Manager.

**Exhibit B to Attachment 1
Financial Report**

**FINANCIAL REPORT FORM
2020-2021 DEFENSE REINVESTMENT GRANT PROGRAM**

Grantee:	Santa Rosa County	Agreement Number:		Report Date:	
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Grant Period Ending:	<input type="checkbox"/> March 31	<input type="checkbox"/> June 30	<input type="checkbox"/> September 30	<input type="checkbox"/> December 31	Year:	<input type="checkbox"/> FINAL
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Budget Category	Local Matching Program Expenditures			State Funded Program Expenditures			Total Program Expenditures		
	Award Allocation	Actual		Award Allocation	Actual		Award Allocation	Actual	
		Current Quarter	Grant to Date		Current Quarter	Grant to Date		Current Quarter	Grant to Date
Line Item 1	BRAC Implementation and Installation Readiness Support								
Activity 1: Consultation	\$10,800	\$	\$	\$25,200	\$	\$	\$36,000	\$	\$
Line Item 2	Development and Design of Marketing Materials and Promotions								
Activity2: Design/Placement of Printed Materials	\$3,210			\$15,065			\$18,275		
Activity3: Design/Placement of Digital Materials	\$4,739			\$22,235			\$26,975		
Total:	\$18,750	\$	\$	\$62,500	\$	\$	\$81,250	\$	\$

**Exhibit C to Attachment 1
Invoice and Compliance Certification Form**

This Invoice is a summary of all the costs that you are claiming at this time. If the costs encompass multiple deliverables, delineate the costs for each of the deliverables separately.

Grantee:
Street Address:
City, State & Zip Code:
Contact Email:
Contact Phone (Include Area Code):

Agreement Number:
Invoice Number:
Invoice Period (Dates):
FEIN:
Fax (Include Area Code):

To: **FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**
107 East Madison Street
Tallahassee, FL 32399

DESCRIPTION: Deliverables Including Minimum Performance Standards				
Deliverable: (Specify the deliverable number, its description in the agreement, and the minimum performance standards met.)				
Costs Associated with the Deliverable: (List the costs to be reimbursed associated with this deliverable. Provide the Name of the Contractor, the Contractor Invoice #, and the period covered by the invoice. A copy of the invoice, proof of payment via the front and back of the cancelled check or the credit card payment, and a zero balance from the contractor should be attached.)				
<u>Invoice Amount</u>	<u>Invoice Number</u>	<u>Invoice Period</u>	<u>Date Paid</u>	<u>Contractor/ Provider</u>
Deliverable:				
Costs Associated with the Deliverable:				
<u>Invoice Amount</u>	<u>Invoice Number</u>	<u>Invoice Period</u>	<u>Date Paid</u>	<u>Contractor/ Provider</u>
Deliverable:				
Costs Associated with the Deliverable:				
<u>Invoice Amount</u>	<u>Invoice Number</u>	<u>Invoice Period</u>	<u>Date Paid</u>	<u>Contractor/ Provider</u>
TOTAL AMOUNT OF INVOICES REQUESTED FOR REIMBURSEMENT: _____				

Grantee Certification:

I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed contract document on file. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Grantee Name printed:

Title:

Grantee Signature:

Date:

Exhibit D to Attachment 1

Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

GRANT AGREEMENT FINAL CLOSEOUT FORM

Recipient Name:	DEO Agreement Number:
Vendor ID (MyFloridaMarketplace):	Initial Agreement Amount:
FEIN:	Amount of DEO Funds Deobligated (Forfeited):
Contract End Date:	Final Agreement Amount:
Audit Report Date:	Amount of Matching Funds Received:

Section A: Financial Reconciliation

1. Total Recipient Funds Received from DEO:	
2. Total Recipient Expenditures:	
3. Balance of Unexpended Program Income (from Section B):	
4. If 3 is negative, this amount must be refunded to DEO:	
5. If 3 is positive, this amount must be remitted to the Grantee:	

Section B: Statement of Recipient Income

If there was no receipt of income earned under this Agreement, write NA under Source and continue to Section C.

If there was recipient income earned under this Agreement, provide the information requested below.

A. Source of Income	B. Amount of Income	C. Amount Expended	D. Balance (B-C)
Total Income Earned			

Section C: Property Inventory Certification

If no tangible property was purchased in the contract period, write NA under Description and continue to Section D. All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to DEO if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of DEO.

Description and Serial Number(s)	Quantity	Acquisition		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name:	Signature:
Title:	Date Signed:

Section E: Final Report Disclosure

Explain any material changes in circumstances that may affect the outcome of commercial potential of the project.

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-----THE SECTION BELOW IS FOR DEO USE ONLY-----

Section F: DEO Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name:	Signature:
Title:	Date Signed:

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Attachment 2

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial

assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- b. The Auditor General’s Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room
401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General’s website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- 3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

- 4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency:	Florida Department of Economic Opportunity
Catalog for State Financial Assistance Number:	40.040
Catalog for State Financial Assistance Title:	Economic Development Partnerships
Total State Award Amount:	\$62,500.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) located at <https://apps.fldfs.com/fsaa/catalog.aspx> and the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/compliance.aspx>.
2. The services and purposes for which the funds are to be used are identified in Attachment 1, Scope of Work, of the Grant Agreement.

NOTE: Title 2 CFR § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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**Attachment 3
AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?
 Yes No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative