

**AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA
AND JONES-PHILLIPS AND ASSOCIATES, INC.**
(Federal Funding)

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 26th, day of October, 2021 by and between Santa Rosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 6495 Caroline Street, Milton, FL 32570, and **Jones-Phillips and Associates** a for profit organization, authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 33-1051501.

RECITALS

WHEREAS, the County is in need of a contractor to provide Professional Grant Administrative Services (“Services”); and

WHEREAS, The County advertised Request for Proposals 21-052; and

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

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County fully described in the exhibits attached to this contract.

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

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

Attachment “A” – Request for Proposals 21-052 and Contractors Scope of Services

Attachment “B” – Insurance Requirements;

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

Attachment “D” – Scrutinized Companies Certification;

Attachment “E” – Special Conditions – Additional Federal Requirements;

2. Services. Contractor agrees to perform the following services, professional grant administrative and project management services relative to the implementation of the County’s FFY 2019 Community Development Block Grant project (CDBG). 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 upon approval of the Board of County Commissioners and shall continue through the completion of the project, 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 an annual amount not to exceed Sixty Thousand Dollars (\$ 60,000.00).

a. Contractor shall submit an invoice to the County every thirty (30) days. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement.

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

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

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be

approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

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

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after forty-five (45) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

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

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

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records.

in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS WANDA PITTS, (850) 963-1925, wandap@santarosa.fl.gov, 6945 Caroline Street, Milton, FL 32570.

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

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

If to the County:		With a copy to: Grants and Special Programs Department 6495 Caroline Street, Suite G Milton, FL 32570
If to the Contractor:		Jones-Phillips and Associates, Inc. 2352 Arriviste Way Pensacola, FL 32504

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

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability

of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations.

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

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

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

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

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

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

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

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

21. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's

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

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

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

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

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

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

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

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

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

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

27. Grant or Agreement Requirements. The County is in receipt of a grant or agreement identified as Community Development Block Grant project (CDBG) (attached as Attachment "F" and incorporated herein by reference) with Neighborhood Revitalization category 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.

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

29. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed

against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

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

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

32. Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

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

WITNESS:



Signature

BY: 

Robin Phillips, President

Robert L. Jones


Print Name

ATTEST:

SANTA ROSA COUNTY, FLORIDA



Donald C. Spencer, Clerk of Court

BY: 

David C. Piech, Chairman



Attachment “A”

Attachment A

SANTA ROSA COUNTY, FLORIDA



RFP 21-052 Professional Grant Administration Services

August 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**

SECTION I.
Request for Proposals

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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: July 30, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: **RFP 21-052 Professional Grant Administration Services**

Notice is hereby given that the Santa Rosa County Board of County Commissioners is requesting proposals from qualified individuals or firms to provide professional grant administrative and project management services relative to the implementation of the County's FFY 2019 Community Development Block Grant project (CDBG).

All proposals 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 August 23, 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 21-052 Professional Grant Administration Services**". Please provide the original proposal, labeled "ORIGINAL", and three (3) copies labeled "COPY" along with one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: <https://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 **12:00 p.m. on August 13, 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	July 31, 2021
Deadline for Questions	August 13, 2021 @ 12:00 p.m.
Proposals Due	August 23, 2021 @ 10:00 a.m.

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 21-052 Professional Grant Administration 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.

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 County 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.

SYSTEM OF AWARD MANAGEMENT

All respondents must be registered with the Federal System of Award Management (SAM) and be up to date on all registration requirements at the time of submitting a response to this Request for Bids. Failure to do so will result in respondent's submittal being deemed as unresponsive.

PROCUREMENT OF RECOVERED MATERIALS

All respondents must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DOMESTIC PREFERENCE

Although the County has no local preference, in accordance with 2 C.F.R. 200.322, the County may consider preference for the use of products and materials produced in the United States.

CONTRACT WITH THE ENEMY

In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under this contract are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

MISC. FEDERAL REQUIREMENTS

All respondents should be aware that some federal funds may be utilized in the course of services being performed under this agreement, as such, respondent agrees that it shall adhere to all necessary federal regulations. Further, the respondent acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, Respondent, or any other party pertaining any matter resulting from

any award. Should a federal awarding agency require adherence to Supplemental Standard Terms and Conditions relevant to any award hereunder, such conditions will be included for review and approval as a condition any amendment or task order.

UNAUTHORIZED ALIENS/PATRIOT'S ACT

The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

PROTECTION OF RESIDENT WORKERS

The Santa Rosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Santa Rosa County reserves the right to request documentation showing compliance with the requirements.

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

SECTION III.
SANTA ROSA COUNTY DOCUMENTS AND FORMS

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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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REQUEST FOR PROPOSALS

PROFESSIONAL GRANT ADMINISTRATION SERVICES

FFY 2019 NEIGHBORHOOD REVITALIZATION

COMMUNITY DEVELOPMENT BLOCK GRANT

SANTA ROSA COUNTY, FL

I. PURPOSE

- a.** Santa Rosa County, in accordance with 73C-23 F.A.C. and 2 CFR 200.317–200.326, and OMB Circular A-102 is requesting separate proposals from qualified individuals or firms to provide professional grant administrative and project management services relative to the implementation of the County’s FFY 2019 Community Development Block Grant project (CDBG).

- b.** The County has received an award under the Neighborhood Revitalization category of the FFY 2019 Small Cities CDBG program for waterline upgrades and fire protection improvements in a low-to-moderate income area of the Midway community. The budget for the grant is \$750,000 and includes administration, engineering services, and construction. Administration is limited to 8% of the total grant amount.

II. SCOPE OF SERVICES

- A.** The individual or firm selected shall be required to provide professional grant administrative and management services whose level and scope will be determined by Santa Rosa County. Specific administrative services required shall include, but not be limited to:
 1. Assist the County in meeting financial, administrative, and bookkeeping requirements of the program, including preparation of drawdown requests.
 2. Assist the County in meeting the recordkeeping requirements of the program, including the establishment and maintenance of an acceptable filing system.
 3. Assist the County in contract administration and monitoring requirements of the program, including enforcement of compliance requirements.
 4. Prepare advertisements for applicants and contractors.
 5. Furnish the County with forms necessary for the implementation of project activities included in the approved application.
 6. Act as a liaison between the County, contractors, engineers, and Florida Department of Economic Opportunity (DEO) to ensure an efficient, smoothly managed program.
 7. Prepare any program amendments as necessary during the duration of the project.
 8. Track job creation on behalf of the Participating Party for a period of one year following administrative closeout.

9. Prepare and coordinate the submission of the appropriate documents to DEO for program close-out and completion.

III. SCHEDULE OF WORK PERFORMANCE

- A. Proposers are advised that the capacity to initiate and coordinate all services in a timely and efficient manner is a significant factor. The offeror chosen must be prepared to commence the administration and coordination of project activities immediately upon the execution of a contractual agreement between the County and the selected firm (or individual).
- B. Proposers who cannot meet this project schedule will not be considered.

IV. TYPE OF CONTRACT

- A. Santa Rosa County intends to negotiate a firm fixed fee contract or “cost not to exceed” type contract for all services herein requested.
- B. All proposers’ qualifications will be evaluated, and the most qualified proposer will be selected using criteria set for in SECTION VII of this RFP.

V. SUBMITTAL INSTRUCTIONS

- A. All proposals must be submitted in writing by 10:00 AM on August 23, 2021 to receive consideration. Proposers mailing their proposals should allow normal delivery time to ensure receipt of their proposals by Santa Rosa County prior to the submission deadline. Proposals should be addressed to: Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, FL 32570.
- B. All proposals must be sealed and clearly marked on the outside “**RFP 21-052 CDBG Grant Administrative Services FFY 2019**”.
- C. Questions concerning this Request for Proposals should be directed in writing to bidinfo@santarosa.fl.gov

VI. PROPOSAL CONTENT AND FORMAT

- A. All proposals must be submitted in accordance with the instructions outlined herein to receive consideration. Proposals should be brief and to the point. Santa Rosa County reserves the right to reject any and all proposals and to request additional information from proposers as deemed necessary.
- B. Letter of transmittal: The proposer shall submit a “Letter of Transmittal” which shall – at a minimum – contain the following:
 1. State the location of the office from which the work is to be accomplished.

2. Describe the firm's general qualifications and the range of activities performed by the firm.
3. Briefly state the proposer's familiarity with the needs and conditions existing in Santa Rosa County that are relevant to the proposed project.
4. Indicate if personnel of the proposer have previously developed and/or administered any CDBG or similar grant projects for Santa Rosa County and/or for other jurisdictions.
5. Certify that the proposer will provide professional guidance to the County relative to compliance with applicable federal, state, and local laws and regulations.
6. Indicate if your firm is a minority-owned business enterprise (MBE) or woman-owned business enterprise (WBE).
7. Provide any additional information the proposer feels is essential to their proposal.
8. State that the person signing the "letter of transmittal" is authorized to bind the proposer.

VII. SELECTION PROCEDURE

- A. The criteria that will be used to evaluate and score proposals is outlined below. Proposals should also include the attachments described below.
 1. **Total number of years' experience that the firm has working with Small Cities CDBG grants.** Instructions: Identify total number of years' experience that the **firm**, including management and staff, has in the development of applications and/or administration of the Small Cities CDBG program. Clearly detail the number of Small Cities CDBG projects as well as dollar amount of grant assistance in which the **firm** was instrumental in the development of the application and/or administration of the program following funding approval. **Tab as Attachment A.**
 - **One point for each year of experience (Max. of 20 points)**
 2. **Total number of years' experience that assigned staff has working with Small Cities CDBG grants.** Instructions: Identify the management and staffing of the proposer, including resumes. Identify all persons to be assigned to this project and outline the nature of their responsibilities. Clearly detail all Small Cities CDBG projects as well as dollar amount of grant assistance in which person to be assigned to this project were

instrumental in the development of the application and/or administration of the program following funding approval. **Tab as Attachment B.**

- **20+ years: 20 points**
- **15-19 years: 15 points**
- **10-14 years: 10 points**
- **5-9 years: 5 points**
- **Less than 5 years: 0 points**

3. **The quality of the firm's proposed approach to administering the grant.** Instructions: Describe the work management plan to be utilized by the proposer. The description should include a project schedule showing estimated start and completion date of all major tasks. **Tab as Attachment C.**

- **Excellent: 20 points**
- **Average: 15 points**
- **Good: 10 points**
- **Fair: 5 points**
- **Poor: 0 points**

4. **Number of letters of recommendation from non-entitlement communities provided in the firm's proposal.** Instructions: include a maximum of one letter for non-entitlement community. **Tab as Attachment D.**

- **One point for each letter (Max. of 20 points)**

5. **Proposed fee.** Instructions: Indicate the proposed fee for administrative services. The fee may be stated in lump sum, percentage, or hourly rate fee and breakdown of the costs associated therewith. The approved grant budget and contracted administrative costs by similar entities (e.g., other non-entitlement communities) for similar projects shall service as the basis for the proposer's administrative fees. **Tab as Attachment E.**

- **Lowest fee schedule: 5 points**
- **Second lowest: 4 points**
- **Third lowest: 3 points**

- **Fourth lowest: 2 points**
- **Fifth lowest: 1 point**

6. *In the event of a tie for the highest-ranking total points between competing firms, five additional points shall be awarded if the firm is an **MBE** or **WBE**.*

VIII. CERTIFICATION REQUIREMENTS

- A. Public Entity Crime Statement – No person or affiliate on the convicted vendors list may, for a period of 36 months after placement on the convicted vendors list: submit a bid on a contract or request for proposals; be awarded or perform work as a contractor, supplier, subcontractor, or consultant. Each submittal to the County for administrative services must include completion of the attached Public Entity Crimes Statement (Enclosed).
- B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and met all other such responsibility matters as contained on the attached certification form (Enclosed).



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

BID SUBMISSION CHECKLIST

RFP 21-052 Professional Grant Administration Services

Respondent Name: Jones-Phillips + Assoc. Inc

- 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 Active Status with State of Florida business registration (sunbiz.org)
- Proof of Active Status with The System for Award Management (SAM.gov) *see notes*

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: Jones-Phillips + Assoc. Inc

By: Robin Phillips
(Print)

Signature: [Signature]

Title: President

Date: 8/23/21



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, Robin Phillips representing Jones-Phillips & Assoc.
(Print) (Company)

On this 23 day of August 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]
(Signature)

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

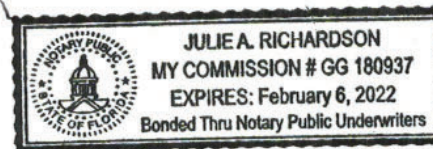
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Santa Rosa County
Robin Phillips, President by
(print individual's name and title)
Jones-Phillips & Assoc. Inc for
(print name of entity submitting sworn statement)
whose
business address is Consulting
Employer Identification Number (FEIN) is 33-1051501 and (if applicable) its Federal
Social Security Number of the individual signing this Sworn Statement: _____ If the entity has no FEIN, include the

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or 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 an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" 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 record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
- Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any 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.
- 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING 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.

Sworn to and subscribed before me this 23rd day of August, 2021 (Signature)
Personally known Julie A. Richardson
or Produced identification Notary Public - State of Florida
FL Drivers License My commission expires 2/6/2022
(Type of identification)
Julie A. Richardson (Printed, typed, or stamped commissioned name of notary public.)





Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions)

April, 2015

Recipient: Santa Rosa County Contract Number: _____

Name of Company Selected as a Prime Contractor: Jones-Phillips + Assoc., Inc.

DUNS Number: _____

- 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.

[Signature]
Authorized Signature

8/23/21
Date

Robin Phillips
Name Typed

President
Title

2352 Arriviste Way
Street Address

Pensacola, FL 32504
City, State, Zip

(24 CFR 24.510 and 24 CFR, Part 24, Appendix A)



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_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 Jones-Phillips + Assoc., LLC
PROPOSAL POINT OF CONTACT Robin Phillips PHONE 850-293-1108
EMAIL robin.phillips@cox.net

REFERENCE I.

PROJECT NAME: Town of Jay
AGENCY: DEO
ADDRESS: P.O. Box 66
CITY, STATE, ZIP CODE: Jay, FL 32565
CONTACT PERSON: Eric Scib
TITLE: Operations Manager
EMAIL: eric.scibtoj@bellsouth.net
TELEPHONE: 850-675-4556
PROJECT COST: 600,000
COMPLETION DATE: 2020

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

Water line replacement

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

Robin Phillips



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

REFERENCE II.

PROJECT NAME: Town of Century
 AGENCY: DEO
 ADDRESS: 7995 N. Century Blvd
 CITY, STATE, ZIP CODE: Century, FL 32535
 CONTACT PERSON: Vernon Prather
 TITLE: prather.vern@1@gmail.com
 EMAIL: Town Manager
 TELEPHONE: 850-256-3208
 PROJECT COST: 700,000
 COMPLETION DATE: 2019

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

replacement/repair of housing for low-to-moderate income persons

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

Robin Phillips

REFERENCE III.

PROJECT NAME: Town of Havana
 AGENCY: DEO
 ADDRESS: 711 N. Main Street
 CITY, STATE, ZIP CODE: Havana, FL 32333
 CONTACT PERSON: Bradford Johnson
 TITLE: Town Manager
 EMAIL: manager@townofhavana.com
 TELEPHONE: 850-539-2820
 PROJECT COST: 650,000
 COMPLETION DATE: 2019

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

wastewater treatment plant renovation

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

Robin Phillips



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

REFERENCE IV.

PROJECT NAME: City of Milton

AGENCY: DEO

ADDRESS: P.O. Box 909

CITY, STATE, ZIP CODE: Milton FL 32572

CONTACT PERSON: Randy Jorgenson

TITLE: City Manager

EMAIL: jorgenson@miltonfl.org

TELEPHONE: 850-983-5414

PROJECT COST: 700,000

COMPLETION DATE: 2019

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

Downtown Redevelopment, park

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

Robin Phillips

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):



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: ✓

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: Jones-Phillips and Assoc. Inc
 BY (PRINTED): Robin Phillips
 BY (SIGNATURE): [Signature]
 TITLE: President
 ADDRESS: 2352 Arriviste Way State FL Zip Code 32504
 PHONE NO: 850-293-1108
 E-MAIL: robin.phillips@cox.net
 Date: 8/23/21

Binder of Insurance

Pending issuance and delivery of a policy pursuant to the application of the insured and to all the terms and conditions of the policy issued by the company the

State Farm Mutual Automobile Insurance Company

Does hereby insure: WILLIAM V II & ROBIN PHILLIPS
2352 ARRIVISTE WAY
PENSACOLA, FL 32504-5901

with loss payable to: LEXUS FINANCIAL SERVICES PO BOX 160
MINNEAPOLIS MN 55440-0160

Policy Number: E14 4044-A15-59A

Year	Make	Vehicle Identification Number (VIN)
2016	LEXUS RX 350 SPORT WG	2T2ZZMCA7GC018239

Coverages

Liability 500/500/500	Comprehensive FULL	Collision Ded \$250
--------------------------	-----------------------	------------------------

Effective September 03, 2021, expiring not to exceed thirty (30) days hence and to become void immediately upon the issuance of a policy in place hereof.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Date _____, _____ Authorized Representative _____



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

Detail by Entity Name

Florida Profit Corporation

JONES-PHILLIPS & ASSOCIATES, INC.

Filing Information

Document Number	P03000037029
FEI/EIN Number	33-1051501
Date Filed	03/27/2003
State	FL
Status	ACTIVE

Principal Address

1829 CONFEDERATE WAY
WESTVILLE, FL 32464

Mailing Address

1829 CONFEDERATE WAY
WESTVILLE, FL 32464

Registered Agent Name & Address

JONES, ROBERT L
1829 CONFEDERATE WAY
WESTVILLE, FL 32464

Officer/Director Detail

Name & Address

Title CEO

JONES, ROBERT L
1829 CONFEDERATE WAY
WESTVILLE, FL 32464

Title P

PHILLIPS, ROBIN A
2352 ARRIVISTA WAY
PENSACOLA, FL 32504

Annual Reports

Report Year	Filed Date
2019	04/02/2019
2020	02/26/2020
2021	02/03/2021

Document Images

02/03/2021 -- ANNUAL REPORT	View image in PDF format
02/26/2020 -- ANNUAL REPORT	View image in PDF format
04/02/2019 -- ANNUAL REPORT	View image in PDF format
01/20/2018 -- ANNUAL REPORT	View image in PDF format
01/15/2017 -- ANNUAL REPORT	View image in PDF format
03/04/2016 -- ANNUAL REPORT	View image in PDF format
02/26/2015 -- ANNUAL REPORT	View image in PDF format
03/19/2014 -- ANNUAL REPORT	View image in PDF format
04/02/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
03/17/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
01/20/2009 -- ANNUAL REPORT	View image in PDF format
03/21/2008 -- ANNUAL REPORT	View image in PDF format
01/08/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
01/11/2004 -- ANNUAL REPORT	View image in PDF format
03/27/2003 -- Domestic Profit	View image in PDF format

From: Robert Jones rjones@wfscn.net
Subject: SAM
Date: September 4, 2021 at 11:06 AM
To: Robin Phillips robin.phillips@cox.net
Cc: Robert Jones rjones@wfscn.net



Notice: New FPS-Protected Federal Facility Entrance Requirements [Show Details](#) Aug 24, 2021

[See All Alerts](#)

Annual Assistance Listings Data Freeze [Show Details](#)
Aug 30, 2021



Help

[Entity Workspace](#)

[Register Entity](#)

[Actions](#)

Please verify your identity: As an entity administrator, you should verify your identity to register, update, or deactivate your entity's registration in [SAM.gov](https://sam.gov). This will become mandatory in FY 2022.

[Verify Your Identity](#)

Show Workspace For
Non-Federal Entities

Non-Federal Entities

Filter By

Search by Keyword

Entity

Registration Status

- Draft
- Work in Progress
- Submitted
- Active
- Expired

Expiration Date

Address Update

Reset 

 of 1

Results per page

25

Sort by

Expiration Date Ascending

JONES-PHILLIPS & ASSOCIATES, INC.

DUNS Unique Entity ID:
626907807

SAM Unique Entity ID:
X7B3KKKCLF48

CAGE/NCAGE:

Purpose of Registration:
All Awards

Address:
1829 CONFEDERATE WAY
WESTVILLE, FL 32464-3604 US

Registration Status Expiration Date

Work In Progress

N/A

TIN ...

CAGE

Town of Jay
3695 HIGHWAY 4
P.O. BOX 66
JAY, FLORIDA 32565
PHONE (850) 675-4556
FAX (850) 675-6539

SHON OWENS, Mayor
DONNA BULLOCK, Town Clerk

Council
Jane Hayes
Joshua Holloway
Nina Hendricks

September 3, 2021

To Whom It May Concern:

RE: Letter of Recommendation for Jones-Phillips and Associates, Inc.

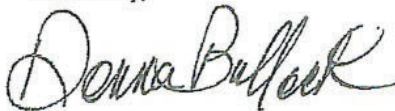
Dear Sir or Madam:

I would like to take this opportunity to recommend Jones-Phillips and Associates, Inc. for grant administrative services. The Town of Jay has been working with the current staff as grant consultants since 1996 and have received over \$5.5 million in CDBG grants since that time. Projects funded include a new wastewater treatment plant, infrastructure extensions, water and gas meter replacement and street resurfacing.

The Town of Jay is not unlike other small Florida Panhandle communities in that we have relied on state and federal grant monies to help finance capital improvements due to limited Town funds available for large projects. The long relationship we have with the JPA staff is a testament to their knowledge of the various grant/loan programs and how they relate to the Town of Jay and its future needs.

We do not hesitate to recommend Jones-Phillips and Associates, Inc. to anyone seeking grant consulting services. Please feel free to contact me should you have any questions about this organization.

Sincerely,



Donna Bullock
Town Clerk

The Town of Jay is an equal opportunity provider, and employer. To file a complaint of discrimination, write USDA; Director Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD).



Town of Century

7995 North Century Blvd

Century, Florida 32535

P. (850) 256-3208

F. (850) 256-0318

www.TownOfCenturyFlorida.com

September 3, 2021

Re: Jones-Phillips and Associates, Inc.

To Whom It May Concern:

It is a pleasure to recommend Jones-Phillips and Associates, Inc. for grant administrative services. The Town of Century has had a close working relationship with Robin Phillips since 1996. She has written and administered 12 CDBG grants totaling over \$6.5 million for housing rehabilitation and infrastructure projects for the Town of Century.

We have always found the consultants and JPA to be very knowledgeable about state and federal grant and loan programs and have been very pleased with the results. Please feel free to contact me at (850) 256-3208 to further discuss our history with Jones-Phillips and Associates, Inc.

Sincerely,

Vernon Prather
Interim Town Manager
Town of Century

COUNCIL

Luis Gomez Jr., President & Seat Two
James Smith Jr., Vice President & Seat Four
Dynette Lewis, Seat One
Leonard White, Seat Three
Sandra McMurray-Jackson, Seat Five

MAYOR

Benjamin Boutwell

TOWN CLERK

Kimberly Godwin,
Certified Municipal Clerk



TOM STEWART, District 1
 ROBERT A. "BOB" COLE, District 2
 W. D. "DON" SALTER, District 3
 GORDON GOODIN, District 4
 JOHN BROXSON, District 5

**SANTA ROSA COUNTY
 BOARD OF COMMISSIONERS**



Santa Rosa Administrative Offices
 6495 Caroline Street
 Milton, Florida 32570-4592

HUNTER WALKER, County Administrator
 THOMAS V. DANNHEISSER, County Attorney
 JOEL D. HANIFORD, OMB Director

M E M O R A N D U M

TO: Whom it Concerns
FROM: *W/W* Hunter Walker, County Administrator
DATE: November 28, 2007
SUBJECT: Community Development Block Grants

Over the past ten (10) years Jones-Phillips and Associates, Inc. has provided administrative services on the following Community Development Block Grant (CDBG) projects in behalf of the Santa Rosa County Board of Commissioners:

1997 - CDBG Economic Development	\$ 485,500
1997 - CDBG Disaster Recovery	775,706
2005 - CDBG Disaster Recovery (Ivan)	9,000,000
2006 - CDBG Disaster Recovery (Dennis)	500,000
2006 - CDBG Neighborhood Revitalization	750,000

The Phillips-Jones firm provided full CDBG administrative services on each of these projects which were completed on time and on budget with no significant monitoring or audit findings.

Jones-Phillips and Associates, Inc. provides capable, responsive CDBG administrative services and Santa Rosa County would not hesitate to retain this firm for future projects.

(850-983-1877 or 850-939-1259 Voice ♦ 850-983-1856 Fax ♦ <http://www.co.santa-rosa.fl.us>)



Office of the City Manager

City of Milton

November 19, 2007

To Whom It May Concern:

On behalf of the City of Milton I am pleased to write this letter in support of Jones-Phillips & Associates, Inc.

Jones-Phillips & Associates, Inc. has been working with the City of Milton since 1999, administering the following projects:

- 1999 CDBG Neighborhood Revitalization \$549,639.
- 2003 CDBG Commercial Revitalization \$665,000.
- 2005 CDBG Disaster Housing Rehabilitation \$175,000.
- 2005 CDBG Disaster Recovery (city's activities) \$3,388,556.

The City has found the services to be professional in all respects. Mr. Jones and Mrs. Phillips are very knowledgeable of the CDBG Small Cities Program. If given the opportunity, the city would be pleased to work again with Jones-Phillips and Associates, Inc.

If further information is needed, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Donna S. Adams".

Donna S. Adams
City Manager

DSA:lav

C:\My Files\Thank you and Letters of Support\JonesPhillipsLtrofSupportNov07.doc

P.O. Box 909 • 6738 Dixon Street • Milton, Florida 32572 • (850) 983-5400 • Fax (850) 983-5415
~ Established 1844 ~



HOLLEY-NAVARRE WATER SYSTEM, INC.



8574 TURKEY BLUFF ROAD • NAVARRE, FLORIDA 32566
PHONE: (850) 939-2427 • FAX: (850) 939-9541

November 28, 2007

To Whom It May Concern:

RE: Letter of Recommendation for Jones-Phillips and Associates, Inc.


Dear Sir or Madam:

I am pleased to recommend Jones-Phillips and Associates, Inc. for grant administrative services. The Holley-Navarre Water System has worked with Jones-Phillips on three CDBG grant projects for sewer line extensions and hookups in south Santa Rosa County. I have also worked with Mr. Jones when he was with Rural Development.

The grant administrators with Jones-Phillips have been very knowledgeable about various grant and loan programs and have been very successful in our efforts to expand our system.

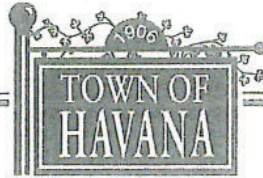
I do not hesitate to recommend Jones-Phillips and Associates, Inc. to anyone seeking grant administrative services. Please feel free to contact me should you have any questions about this organization.

Sincerely,


Ken Walker
General Manager

REFERENCES

JONES - PHILLIPS & ASSOCIATES, INC.
ECONOMIC DEVELOPMENT • GRAND ADMINISTRATION • COMMUNITY PLANNING



P.O. Box 1068
Havana, Florida 32333-1068
Phone: 850/539-2820

November 28, 2007

To: Whom It May Concern

Re: Jones-Phillips and Associates

Jones-Phillips and Associates has performed grant writing services for the Town of Havana the past ten years. They have successfully obtained grants totaling almost \$2,000,000 in that time frame. We are very appreciative of their efforts in assisting us in getting funding for commercial revitalization, economic development and parks improvements.

We've also found them to be very capable grant administrators and rely on them to insure we complete all reports and follow all guidelines relating to our awards. We anticipate continuing our relationship with this firm and look forward to future grant funding successes.

Sincerely,

A handwritten signature in cursive script that reads 'Howard L. McKinnon'.

Howard L. McKinnon
Town Manager

REGIONAL UTILITIES operated by
FLORIDA COMMUNITY SERVICES CORP.
OF WALTON COUNTY, INC.



November 20, 2007

1829 Confederate Way
Westville, FL 32464

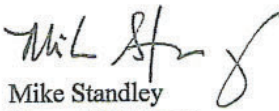
To Whom It May Concern:

Dear Sirs,

Before becoming General Manager of Florida Community Service Corporation I was the City Manager of DeFuniak Springs. I was City Manager for twenty one years and had an opportunity to work with Robert Jones on many funding opportunities. All of the funding opportunities were successful. It is a pleasure to be able to offer a recommendation for Mr. Jones and Jones Phillips and Associates. He has always conducted himself and his associates in a professional and business like manner. Mr. Jones experience and expertise lead to several successful Community Development Block Grant, Rural Development and SHIP as well another grant administration projects.

I would be happy to answer any questions about Mr. Jones service that he has provided. I can be reached at 850-231-5114 x207.

Sincerely,


Mike Standley
General Manager

(850) 231-5114 - Fax (850) 231-4924 - 70 Logan Lane - Grayton Beach Business Center - Santa Rosa Beach, Florida 32459



GREG WOOD
County Administrator

HOLMES COUNTY
BOARD OF COUNTY COMMISSIONERS
201 North Oklahoma Street, Suite 203
Bonifay, Florida 32425
(850) 547-1119 FAX (850) 547-4134

- JIM KING**
District 1
- MONTY MERCHANT**
District 2
- PHILLIP MUSIC**
District 3
- KENNETH WILLIAMS**
District 4
- RAYMON THOMAS**
District 5

November 26, 2007

To Whom It May Concern:

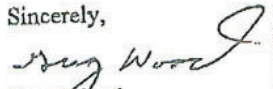
Jones-Phillips & Associates, Inc. is currently administering our Neighborhood Revitalization Community Development Block Grant. This grant is to pave a portion of Run Road in northwest Holmes County and construct a new fire station in the Pittman community. Bob Jones developed and submitted our application to USDA Rural Development to obtain a matching grant to enable us to supplement the CDBG grant for the fire station. His prior experience with Rural Development paid off as we were able to obtain a 100% Community Facilities grant, a rare occurrence with that agency.

Previous grants JPA has obtained for Holmes County include:

1. An Economic Development grant to extend water and sewer lines, build a new building and provide financing for equipment for an expanding local manufacturing company.
2. A Neighborhood Revitalization grant to pave three county roads in the Leonia, Gritncy and Bonifay areas.
3. A disaster recovery grant that enabled the county to buy out flooded homes for county residents effected by the El Nino storms and related hurricanes.
4. Our first Department of Environmental Protection FRDAP grant to build a new park in the Hurricane Creek community.

In all their work with Holmes County JPA has done an outstanding job in project development and administration.

Sincerely,


Greg Wood
County Administrator

REFERENCES

JONES - PHILLIPS & ASSOCIATES, INC.
ECONOMIC DEVELOPMENT • GRAND ADMINISTRATION • COMMUNITY PLANNING

City of DeFuniak Springs

Post Office Box 685

71 U.S. Highway 90 West
Phone: (850) 892-8500



Fax: (850) 892-8506
TDD: (850) 892-8504

DeFuniak Springs, FL 32435

November 26, 2007

To Whom It May Concern:

The City of DeFuniak Springs is pleased to write this letter of recommendation for Bob Jones and Jones-Phillips & Associates, Inc. We have contracted with them for several development projects in the last five years.

Bob Jones assisted the City in obtaining three grants to help us build five new industrial hangers; the first was a CDBG Economic Development grant, the second an Economic Development Administration grant and the third a State of Florida REDI grant. He also worked closely with the proposed businesses to help close out the grants to the state's satisfaction. Subsequent to that project, he developed a grant application with USDA Rural Development and the State of Florida which jointly funded another new hanger for an avionics firm which is now located at our airport industrial park.

Four years ago Jones-Phillips & Associates developed and administered a CDBG housing grant for the City. That grant was successful and the City applied for, with Jones-Phillip's assistance, another CDBG Housing grant for 2007. We were also successful in obtaining this grant.

We are very pleased with the service that Jones-Phillips & Associates has provided the City of DeFuniak Springs and would be glad to provide further details if you are interested.

Sincerely,

Larry Laird
Assistant City Manager

JONES - PHILLIPS & ASSOCIATES, INC.

ECONOMIC DEVELOPMENT • GRAND ADMINISTRATION • COMMUNITY PLANNING

City of Paxton

Post Office Box 5200
Paxton, Florida 32538-5200

Incorporated 1952

Administrative
(850) 834-2489

Clerical
(850) 834-2716

November 26, 2007

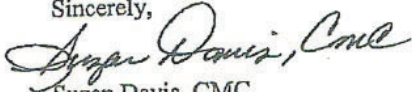
To Whom It May Concern:

The City of Paxton is pleased to recommend Bob Jones and Jones-Phillips & Associates, Inc. as grant administrators.

JPA has assisted the City of Paxton and received two CDBG grants in the past five years as well as a CDBG disaster recovery grant to allow us to install auxiliary power for all of our lift stations, wells and City Hall. JPA has developed and processed our application to USDA Rural Development which resulted in an award to the City of Paxton for \$565,000 grant to supplement our CDBG grant to construct our new water well and elevated storage tank.

Mr. Bob Jones has provided outstanding service as grant administrator to the City of Paxton. JPA is very professional and just a pleasure to work with. We highly recommend their professional services to other communities in Northwest Florida.

Sincerely,



Suzan Davis, CMC
City Clerk
City of Paxton

City of Bonifay
301 N. Etheridge Street
Bonifay, Florida 32425
(850) 547-4238

Frederic L. Howell, Mayor
Jeri Gibson, City Clerk

Tommy Carroll, Vice Mayor
Richard Woodham, Seat 1
Roger Brooks, Seat 3
James E. Sims, Seat 4
James Sellers, Seat 5
Micah McCormick, Seat 6

November 26, 2007

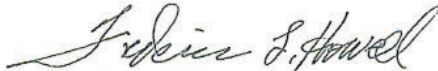
To Whom It May Concern:

Bob Jones and Jones-Phillips, Inc. have been the City of Bonifay's grant writers and administrators for a number of years. During this time they have assisted the City by obtaining and administering numerous Community Development Block Grants, administered our Economic Development grant fund, wrote and administered two disaster grants, as well as assisted us by obtaining grants for our fire department and our municipal parks.

Bob has administered state legislative grants for us as well as obtained waivers for matching funds for our state FEMA grants. He has assisted us in comprehensive planning and municipal financing including grants and loans from USDA Rural Development.

Our experience with Jones-Phillips and Associates, Inc. has been very satisfactory. Bob has been there when we needed him and we appreciate JPA service to the City of Bonifay. We are glad to provide an unqualified recommendation for Jones-Phillips.

Sincerely,



Frederic L. Howell, Mayor

REFERENCES

JONES - PHILLIPS & ASSOCIATES, INC.
ECONOMIC DEVELOPMENT • GRAND ADMINISTRATION • COMMUNITY PLANNING



November 25, 2007

To Whom It May Concern:

It is with great honor that I write this letter of recommendation for Jones-Phillips and Associates.

Through various City projects, I have been affiliated with Mr. Robert Jones for many years. As head of the Rural Development Field office, he assisted the City of Freeport with the original sewer expansion project to bring service to the City residents.

More recently, Mr. Jones was instrumental in obtaining both a Community Development Block Grant in the amount of \$650,000.00 and in assisting with the loan/grant application through USDA/Rural Development for the new Freeport City Hall in the amount of \$1,356,000.00. He is currently administering both programs for the City. At all times, I have found him to be both efficient and professional with his dealing among employees and residents alike.

I have no hesitation in recommending Jones-Phillips and Associates to your entity for any program that you may need assistance in administering. I feel confident that they will maintain the integrity of the project and continue to look out for the best interests of all concerned.

If you should have any questions, or need any additional information, please feel free to contact me in person at (850) 835-2822.

Sincerely,

A handwritten signature in cursive script that reads "Mickey Marse".

Mickey Marse
Mayor

City of Freeport (850) 835-2822 • P.O. Box 339 • Freeport, Florida 32439 • E-mail freeport@freeportflorida.gov



August 23, 2021

Chairman Dave Piech
Santa Rosa County Board of County Commissioners
6495 Caroline Street
Suite M
Milton, FL. 32570

RE: Request for Proposals, Project Administration Services
CDBG Neighborhood Revitalization Project

Dear Chairman Piech:

We appreciate the opportunity to submit this proposal for Project Administration Services to Santa Rosa County. Jones-Phillips and Associates, Inc. respectfully submits this "Letter of Transmittal" and outline of our firm's capabilities and qualifications in response to your Request for Proposals. We submit these items for the County's review and consideration.

In addition to our qualifications outlined herein, we believe our firm is best qualified for this project due to our local presence and familiarity with Santa Rosa County. We are the only professional grant administration firm, specializing in the Florida Small Cities CDBG program, west of Tallahassee, FL. **As a local firm, we have a vested interest in the communities in Northwest Florida and work hard to cultivate and maintain those relationships.**

OFFICE LOCATION

Primary administration services will be conducted through our office in **Pensacola, Florida**. We will also have the full resources of our office in Westville, Florida available to support the Pensacola office in working with Santa Rosa County.

FIRM'S QUALIFICATIONS AND CAPABILITIES

Jones-Phillips and Associates, Inc. is a Planning and Economic Development Consulting Firm with expertise in the development and administration of grant and loan programs, and in particular, the Community Development Block Grant Program. We have written and/or administered CDBG grants for disaster recovery, water and sewer improvements, economic development, housing rehabilitation, storm drainage, planning, recreation, and street paving/resurfacing. Our firm also has experience in writing/administering other grant/loan

programs including EDA, Department of Environmental Protection Recreation Grants, USDA Rural Development and REA/Rural Business and Community Development Service Economic Development Loan and Grant Programs.

PROJECT PERSONNEL AND STAFFING

The principals and staff of Jones-Phillips and Associates, Inc. are exceptionally experienced in the development and administration of CDBG grant funds totaling over **\$54,700,000.00 in 74 CDBG grants.**

Mrs. Robin A. Phillips and Mr. Bob Jones will be dedicated to the development of the County's CDBG project and ensures a hands-on, personalized, and professional approach to the administration of your grant project. We are confident that Jones-Phillips and Associates, Inc. has the necessary staff and technical support capabilities to effectively provide Project Administration services for the County's proposed CDBG Neighborhood Revitalization project in a timely and efficient manner given our current workload.

EXPERIENCE/KNOWLEDGE OF PROJECT

Jones-Phillips has become very familiar with Santa Rosa County through its close coordination with the community and County officials in the preparation and administration of past CDBG grants. **JPA has written and/or administered 11 CDBG grants totaling over \$15.3 million** for Santa Rosa County. More importantly, JPA wrote the County's 2019 CDBG Neighborhood Revitalization grant for which these administrative services are being sought.

Jones-Phillips and Associates, Inc. represent a combined total of **seventy-nine (79) years** of Community Development Block Grant and other rural community development experience working on your behalf. This experience will prove invaluable in administering your CDBG project.

As you evaluate and decide on which consulting firm is best suited to the needs of Santa Rosa County, please consider the following three factors:

1. We believe that the most important measurement of the quality of the services that a consulting firm such as ours can provide is the reputation of the firm with past and present clients.
2. Our experience in aspects of development beyond application writing and administration such as municipal financing and construction management can provide a valuable resource for the County to draw upon.

Chairman Piech
August 23, 2021
Page 3

3. There is no other firm more familiar with Santa Rosa County or this project than Jones-Phillips & Associates.

We encourage you to contact the Cities, Counties, and other organizations with which we have worked. We value our reputation for honesty and integrity above all our other qualifications.

We certify that the proposer will provide professional guidance to the County relative to compliance with applicable federal, state, and local laws and regulations. Robin Phillips is authorized to bind the proposer. Thank you very much for your consideration.

Sincerely,

Robin A. Phillips
President

**Attachment “B”
Insurance Requirements**

Santa Rosa County
Insurance Requirements
March 2021

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

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

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

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

This shall include coverage for:

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

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
 - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

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

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

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

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

**Attachment “C”
Civil Rights Clauses**

Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

**Attachment “D”
Scrutinized Contractors Certificate**

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: 10/19/21

SIGNATURE:  _____

COMPANY: Jones-Phillips and Associates, Inc.

NAME: Robin A. Phillips

(Typed or Printed)

ADDRESS: 2352 Arriviste Way

TITLE: President

Pensacola, FL. 32504

E-MAIL: robin.phillips@cox.net

PHONE NO.: 850-293-1108

**Attachment “E”
Special Conditions**

Additional Federal Requirements
Special Conditions
Federal Requirements
Over \$150,000.00

The following special conditions apply to the Agreement and are incorporated herein by reference:

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

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

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

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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