

RESOLUTION NO. 2021 - 491

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO NEGOTIATE, AND UPON SUCCESSFUL NEGOTIATIONS, AWARD RFP NO: 22-09; AMERICAN RESCUE PLAN ACT OVERSIGHT TO SHUMAN CONSULTING SERVICES, LLC, AND TO EXECUTE AN AGREEMENT FOR PERFORMANCE OF SERVICES IN ACCORDANCE WITH THE RFP AND ARPA PROGRAM.**

**RECITALS**

**WHEREAS**, the County has received funding through the American Rescue Plan Act (ARPA), and has projects and programs that will be completed as part of the program; and

**WHEREAS**, the County requires a consultant to provide oversight, advisory, reporting and monitoring services related to the County's projects and programs to be funded under ARPA to ensure compliance and eligibility throughout the duration of the performance period of the program; and

**WHEREAS**, through the County's formal RFP process, Shuman Consulting Services, LLC was evaluated and found to be the top ranked firm to perform the required services; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into a contract for the specified services, serves a public purpose; and

**WHEREAS**, the contract will be funded by the ARPA funding.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. Upon board approval, the County Administrator, or designee, is hereby authorized to enter into negotiations with Shuman Consulting Services, LLC in order to come to agreement over terms and conditions.

Section 3. Upon successful negotiations, the County Administrator, or designee, is authorized to award and execute an agreement in substantially the same form and format as the attached to provide the services as specified in RFP No: 22-09, and in compliance with ARPA and associated regulations.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 16th day of November, 2021.

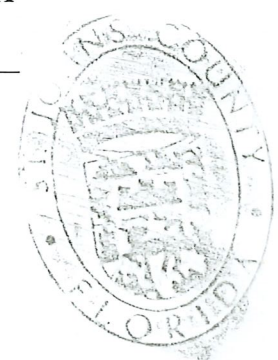
**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: Henry Dean  
Chair, Henry Dean

**ATTEST: CLERK OF THE CIRCUIT COURT & COMPTROLLER:** Brandon J. Patty, Clerk

By: Robin L. Platt  
Deputy Clerk

**RENDITION DATE** NOV 18 2021





PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: \_\_\_\_\_

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This Professional Services Agreement (hereafter "Agreement") is made this [redacted] day of [redacted], 20[redacted] (the "Effective Date") by and between **St. Johns County** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **Shuman Consulting Services, LLC** ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 2547 Bishops Estates Road, St. Johns, FL 32259, Phone: (904) 338-6075, and E-mail: shari@shumanconsulting.com, for **RFP No: 22-09; American Rescue Plan Act Oversight**, hereinafter referred to as the "Project".

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

## ARTICLE I CONTRACT DOCUMENTS

### 1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Professional Services Agreement
- b) Request for Proposals No: 22-09 and all issued Addenda (Exhibit A)
- c) Consultant's Rate Sheet accepted by the County (Exhibit B)
- d) Change Orders and Amendments to this Agreement signed by the County
- e) Insurance furnished by Consultant meeting the requirements of Article XII
- f) Exhibit **American Rescue Plan Act Required Clauses**

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. In interpreting the Agreement and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary.

## ARTICLE II AGREEMENT TERM

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of five (5) calendar years (Initial Term), and may be extended, as determined by the County, in the event the American Rescue Plan Act period of performance is extended beyond December 31, 2026. This Agreement may be extended, upon satisfactory performance by the Consultant, mutual contract by both parties, and the availability of funds. While this Agreement may be extended as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services specified in the Contract Documents.

## ARTICLE III DEFINITIONS

### 3.1 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

3.1.1 **Addendum (Addenda)**: A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

3.1.2 **Applicable Laws**: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Agreement.

3.1.3 **Amendment**: A written addition or modification of, or a waiver of a right or obligation under the terms of the Agreement executed by the County and issued after execution of the Agreement.

3.1.4 **Claim**: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

3.1.5 Change Order: A written order to Consultant executed by the County, issued after execution of this Agreement, authorizing and directing a change in the scope of Services or an adjustment to the time or compensation for the Services.

3.1.6 Compensation Method:

3.1.6.1 Lump Sum. Compensation may be determined as a lump sum amount. The lump sum amount shall constitute full payment for satisfactory performance of the Services including all direct and indirect labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of Subconsultants and/or subcontractors, and any other expense or cost of whatever nature incurred by Consultant as may be required and/or necessary to complete the Services and agreed to in writing by both parties to this Agreement.

3.1.6.2 Hourly Rate. Compensation may be determined as a Not-To-Exceed (NTE) amount. It is mutually understood and agreed that such compensation for Services satisfactorily performed will be made on the following hourly rate basis:

3.1.6.2(A) Actual Hours. Actual hours necessary, required, and expended by the Consultant's and/or Subconsultant's professional and technical personnel, shall be multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit B (Consultant's Rate Sheet). The hourly rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by Consultant except for Expenses approved in writing by the County pursuant to paragraph 3.1.6.2(B) below.

3.1.6.2(B) Reimbursable Expenses. In addition to the hourly rates, the Consultant shall also be reimbursed for travel and travel-related expenses, or other direct non-salary expenses directly attributable to the Services ("Expenses") provided such Expenses incurred by Consultant are approved in writing, in advance. Unless otherwise mutually agreed in writing in advance, any and all such Expenses shall comply with Section 112.061, Florida Statutes. The County shall not be liable for any such Expenses that have not been approved in writing in advance by the County. All requests for payment of such Expenses shall include copies of paid receipts, invoices, or other documentation acceptable the County. Consultant acknowledges and agrees that failure to furnish the required documentation may result in the County's denying all or part of the Expenses for which reimbursement is sought. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

3.1.5 FEMA: The Federal Emergency Management Agency, an agency of the United States Department of Homeland Security.

3.1.6 Project: The total undertaking to be accomplished for the County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed by Consultant are a part.

3.1.7 County Representative: The County employee assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County.

3.1.8 Services: The work described in the Contract Documents or a subsequently issued Change Order including engineering services, architectural services and other professional services as applicable for the Project and procured under this Agreement.

3.1.9 Subconsultant: Any entity or individual engaged by Consultant to provide Services to the County for which Consultant is contractually obligated, responsible, and liable to provide and perform under this Agreement. The term "Subconsultant" shall include all subcontractors.

## ARTICLE IV SERVICES

### 4.1 Scope of Services

4.1.1 Consultant shall provide all Services as set forth in the Contract Documents, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Services").

4.1.2 Services provided by the Consultant shall be under the general direction of the St. Johns County Department requesting Services, or the St. Johns County Purchasing Division, who shall act as the County's representative during

the performance of Services under this Agreement.

4.1.3 The Consultant shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws and the requirements of any applicable grant agreements.

4.1.4 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, and materials performed, provided, or furnished by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Consultant.

4.1.5 Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its Services and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Consultant's Services, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

## **ARTICLE V SCHEDULE**

5.1 Consultant shall perform the Services within the time periods specified in Exhibit A. Consultant's Services for each Project, or portion thereof, shall commence upon receipt of a written Notice to Proceed from the County.

5.2 If Services are scheduled to end due to the expiration of this Agreement, at the request of the County, Consultant agrees to continue to provide Services for an extension period defined by the County, upon the same terms and conditions as contained in this Agreement. The County will issue an Amendment or Change Order prior to the expiration of this Agreement authorizing any such extension period. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by the County.

## **ARTICLE VI COMPENSATION**

### **6.1 General**

The County agrees to pay and Consultant agrees to accept for Services rendered pursuant to this Agreement, amounts determined by a Compensation Method defined in Section 3.1.6 above. Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

### **6.2 Method of Payment**

6.2.1 Compensation shall be based on the method of compensation as stated in in Exhibit B or as otherwise set forth in a mutually agreed Change Order or Amendment.

6.2.1.1 For lump sum items, Exhibit B shall contain a breakdown of the various elements of the Services comprising the lump sum items for the purpose of arriving at agreement on the basis for progress payments. Consultant shall submit invoices only after satisfactory completion and County approval of any Services, based on such mutually agreed lump sum breakdown.

6.2.1.2 For hourly rate-based items, Consultant shall be entitled to payment of compensation for Services satisfactorily performed based on the hourly rates set forth in Exhibit B subject to the NTE compensation amount identified therein. In no event shall Consultant be reimbursed in excess of the total NTE amount, unless the NTE amount has been modified in writing by a fully executed Change Order or Amendment to increase the specified amount.

6.2.2 It is expressly understood that Consultant is not entitled to the amount of compensation set forth in Exhibit B. Rather, Consultant's compensation is based upon Consultant's satisfactory completion of all Services and delivery of all work product and deliverables identified in the Contract Documents. No payment by the County shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by Consultant of any of the terms of this Agreement.

6.2.3 On or before the tenth (10th) day of each calendar month, Consultant shall submit monthly invoices to the County for services satisfactorily performed in the preceding month, along with such supporting documentation as the County may reasonably require. The County may prescribe the format of such invoice. In the event Consultant's supporting documentation is not adequate for the County to verify Consultant's invoice, the County will request additional documentation or information and the timeframe for payment will be extended accordingly. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

### **6.3 Withheld Payment**

The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant for any costs or expenses that the County incurs or reasonably expects to incur as a result of Consultant's failure to comply with the Contract Documents, this Agreement or as a result of Consultant's failure to pay Subconsultants.

### **6.4 Final Payment**

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all Work Product (as defined in Paragraph 7.1 below) prepared by and for the County under this Agreement. The Consultant shall clearly state "Final Invoice" on the Consultant's final/last billing to the County. This shall constitute Consultant's certification that all Services have been properly performed and all charges, costs and Expenses have been invoiced to the County. Any other charges, costs or Expenses not properly included on this Final Invoice are waived by Consultant.

### **6.5 Availability of Funds**

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

## **ARTICLE VII OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY**

### **7.1 Ownership of Work Product**

All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs, and electronic software), first developed, produced or reduced to practice by Consultant or Subconsultant, or purchased under this Agreement, or at the County's expense ("Work Product"), shall be and remains the County's property upon creation. At the County's request, Consultant shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Consultant's Work Product.

The Consultant may not reuse Work Product developed by Consultant for the County without the express written permission of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and Consultant agrees to such reuse in accordance with this provision. Any plans which the Consultant provides under this Agreement shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

### **7.2 Confidentiality**

Subject to Chapter 119, Florida Statutes (Public Records Law), Consultant shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order.



**ARTICLE VIII  
AUTHORIZED REPRESENTATIVE AND PERSONNEL**

**8.1 Authorized Representative**

Prior to commencing Services, Consultant shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Consultant ("Authorized Representative"). Such Authorized Representative shall be authorized to receive and accept any and all communications from the County. All communications given to the Authorized Representative shall be binding upon Consultant. An Authorized Representative may be added, removed or changed upon prior written notice given in the manner provided in this Agreement.

**8.2 Personnel**

8.2.1 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as described in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the Services required hereunder shall be performed by the Consultant, or under its supervision.

8.2.2 In the event Consultant wishes to substitute personnel for the key personnel identified in Consultant's proposal and selection presentation, the Consultant shall notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**ARTICLE IX SUBCONSULTANTS**

**9.1 Subconsultants**

9.1.1 Consultant may obtain the assistance of other design professionals ("Subconsultants") by subcontract for the performance of portion of these Services, provided that any such Subconsultant shall perform its services to the standards set forth herein for Consultant's Services, and that Consultant obtains written approval of Subconsultant(s) from the County. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. The County hereby approves those Subconsultants specifically named by Consultant in Consultant's proposal.

9.1.2 The County reserves the right to disqualify any Subconsultant based upon unsatisfactory performance. If a Subconsultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Subconsultant to complete the Services in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

9.1.3 The use of any such Subconsultant shall not relieve the Consultant from any liability or responsibility assumed under this Agreement.

**ARTICLE X CHANGES IN THE SERVICES**

**10.1 Changes in the Services**

10.1.1 The County reserves the right to make changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the Project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order. The Consultant shall not commence work on any such change until such Change Order has been issued and signed by each of the parties.

10.1.2 Consultant's written acceptance of a Change Order shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

## ARTICLE XI TERMINATION

### 11.1 TERMINATION

11.1.1 The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Consultant. In such event, Consultant will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County's notice. Consultant shall not be entitled to compensation or profit for Services not performed.

11.1.2 Consultant may terminate this Agreement for any reason upon sixty (60) calendar days written notice, provided that any outstanding authorized Services are completed by Consultant. Consultant further agrees to cooperate and provide assistance to the County upon request in order to complete any Service or Project. In such event, the County shall compensate Consultant at its hourly rates set forth in Exhibit B for Services provided after termination.

11.1.3 The County may terminate this Agreement, in whole or in part, for cause. In the event of a termination by the County for cause, Consultant shall have fourteen (14) calendar days from receipt of notice to remedy deficiencies identified in said notice. If Consultant fails to remedy such deficiencies to the satisfaction of the County within the stated time period, the County may take over and prosecute the Services to completion. In such case, Consultant shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

11.1.4 Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:

- (1) Stop Services work on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

11.1.5 In the event Consultant changes names, merges with another company, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate this Agreement subject to the terms described above.

11.1.6 The rights and remedies of the County provided in this Section 11.1 are in addition to any other rights and remedies provided by law or under this Agreement.

## ARTICLE XII WARRANTY, INDEMNITY, AND INFRINGEMENT

### 12.1 Warranty of Performance

12.1.1 The Consultant hereby represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Services under this Agreement and that it shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

12.1.2 Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

12.1.3 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such services.

### 12.2 Indemnity

12.2.1 Consultant shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused

by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement.

12.2.2 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, Consultant further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of this Agreement.

12.2.3 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Consultant” shall be construed to include, but not be limited to, Consultant, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

12.2.4 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.5 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

### **12.3 Infringement**

Consultant shall not infringe upon any patents, trademarks or copyrights (“Intellectual Property”) in performance of the Services. In the event that Consultant is alleged to have infringed upon such Intellectual Property, in addition to Consultant’s obligations under the Indemnity provisions in Section 12.2 above, Consultant shall, at the sole discretion of County and at Consultant’s sole expense: (i) procure for County the right to continue using the infringing subject matter; (ii) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of the Contract; or (iii) reimburse County for all payments made to Consultant relating to or impacted by the infringing material and all costs incurred by County resulting from such infringement.

## **ARTICLE XIII INSURANCE**

### **13.1 Consultant’s Insurance Requirements**

13.1.1 Consultant shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Consultant shall furnish proof of insurance to the County prior to performance of Services. No Services shall commence until Consultant has obtained all insurance coverages required under this section. The County will not make any payment to Consultant until Consultant has complied with the requirements of this Article XIII. Certificates of insurance shall clearly indicate Consultant has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the Agreement and until all performance required by Consultant has been completed, as determined by the County. Consultant shall maintain insurance coverage against Claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Agreement do not in any way limit the liability of Consultant including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Consultant may have to the County or others. Nothing in this Agreement limits Consultant to the minimum required insurance coverages found in this Article XIII.

### **13.2 Additional Insured Endorsements and Certificate Holder**

The term “Additional Insured”, as used in this Agreement, shall mean St. John’s County, its elected officials, officers,

employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Purchasing

### **13.3 Workers Compensation**

Consultant shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Subconsultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

### **13.4 Commercial General Liability**

Consultant shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Agreement, whether such services or operations are by Consultant or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

### **13.5 Automobile Liability**

Consultant shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

### **13.6 Professional Liability**

13.6.1 Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon completion of all Services, as determined by the County. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.2 In the event that Consultant employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Consultant shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

### **13.7 Other Requirements**

13.7.1 The required insurance limits identified in Sections 13.4 and 13.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier subconsultant to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide County with copies of lower-tier subconsultant certificates of insurance.

13.7.2 Providing and maintaining adequate insurance coverage is a material obligation of Consultant. County has no obligation or duty to advise Consultant of any non-compliance with the insurance requirements contained in this Section. If Consultant fails to obtain and maintain all of the insurance coverages required herein, Consultant shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Consultant complied with its obligations herein.



13.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

## ARTICLE XIV GENERAL CONSIDERATIONS

### 14.1 Independent Contractor

Consultant shall act as an independent consultant and not as an employee, agent or servant of the County in performing all Services and activities under this Agreement. Consultant shall at all times and in all places maintain complete control over its employees and all of its Subconsultants. Nothing contained in this Agreement shall create any contractual relationship between any such Subconsultant and the County. Consultant shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

### 14.2 Taxes

14.2.1 Consultant shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that Consultant is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. Consultant herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Paragraph 14.2 shall survive the expiration or earlier termination of this Agreement. Consultant may not use County's tax-exempt status unless specifically authorized in writing in advance.

14.2.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide County a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. County makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

### 14.3 Publicity and Advertising

14.3.1 Consultant shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the County.

14.3.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

### 14.4 Examination of Consultant's Records

The County or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Consultant has overstated any component price, Task Order, Change Order, Claim, or any other County payment obligation arising out of this Agreement, then Consultant shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Consultant, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

### 14.5 Governing Law & Venue

This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Agreement shall be St. Johns County, Florida.

#### **14.6 Arbitration**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with this Agreement in any manner whatsoever.

#### **14.7 Disputes**

If any dispute between the County and Consultant under this Agreement arises over whether any work requested by the County is within the scope of the contracted Services and such dispute cannot be resolved by good faith negotiation between the Authorized Representatives of each party, such dispute shall be promptly referred to County's Assistant Director of Purchasing for resolution. The County's Assistant Director of Purchasing shall render a written decision on any such referred claim or dispute, whose decision shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed Services.

#### **14.8 Assignment and Arrears**

14.8.1 Neither the County nor the Consultant shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

14.8.2 The Consultant 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 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **14.9 Severability**

If a court deems any provision of the Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

#### **14.10 Section Headings**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

#### **14.11 Disclaimer of Third-Party Beneficiaries**

Both the County and the Consultant explicitly agree, and this Agreement explicitly states that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **14.12 No Waiver; Course of Dealing**

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **14.13 No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

#### **14.14 Conflict of Interest**

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further

represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

#### **14.15 Execution in Counterparts**

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

#### **14.16 Entire Agreement**

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between County and Consultant relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

#### **14.17 Modifications, Amendments, Waivers and Extensions**

This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

#### **14.18 Survival**

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit Consultant's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

#### **14.19 Public Entity Crime Act**

Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

#### **14.20 Discriminatory Vendor and Scrutinized Companies Lists**

Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

#### **14.21 Employment Eligibility and Mandatory Use of E-Verify**

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Consultant and its subconsultants shall register with and use the E-Verify system to verify the work authorization status of all employees

hired on or after January 1, 2021.

a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement.

b. The County, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subconsultant knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.

d. The County and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

e. Consultant acknowledges that, in the event that the County terminates this Agreement for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

f. Consultant shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

#### **14.22 Nondiscrimination**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, physical handicap, pregnancy, sex, sexual orientation, gender identity or gender expression, age, marital status or national origin. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants.

#### **14.23 Drug Free Workplace**

To the extent required under the Drug-Free Workplace Act (Chapter 112, Florida State Statutes), Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

#### **14.24 Public Records**

14.24.1 To the extent Consultant is acting on behalf of the County, Consultant shall comply and shall require all of its subconsultants to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if Consultant does not transfer the records to the County; and
- (4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Consultant or keep and maintain for inspection and copying all public records required by the County to perform the Services.



14.24.2 If Consultant, upon expiration of this Agreement or earlier termination thereof:

i) transfers all public records to the County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Consultant shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

14.24.3 Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, [PUBLICRECORDS@SJCFL.US](mailto:PUBLICRECORDS@SJCFL.US), [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](#)**

#### **14.25 Enforcement Costs**

If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Agreement or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

#### **14.26 Contingency Fee**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

#### **14.27 Written Notice**

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication ("Notices") under this Agreement shall be validly given when delivered as follows:

- i. Hand delivered to Consultant's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Jaime Locklear  
Email: [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)

Shuman Consulting Services, LLC  
2547 Bishop Estates Road  
St. Johns, FL 32259  
Attn: Shari Shuman, President  
Email: [shari@shumanconsulting.com](mailto:shari@shumanconsulting.com)

*With a copy to:*

St. Johns County  
Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. The County may also send copies of Notices by email transmission. Any such email

transmission from the County is for informational purposes only. County and Consultant may each change the above addresses at any time upon prior written notice to the other party.

**14.28 Non-Exclusive Right**

Consultant has no exclusive right to provide the Services required within this Agreement. The County may at its sole discretion contract with others to perform the same duties or any part of the Services.

\*\*\*\*\*

The authorized representatives hereto have executed this Agreement effective as of the Effective Date. Consultant's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Consultant.

**County:**

St. Johns County (Seal)  
(Typed Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Jaime Locklear, NIGP-CPP, CPPO, CPPB  
(Printed Name)

Asst. Director, Purchasing & Contracts  
(Title)

\_\_\_\_\_  
(Date of Execution)

**Consultant:**

\_\_\_\_\_ (Seal)  
(Typed Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Execution)

**ATTEST:**  
**St. Johns County, FL**  
**Clerk of Circuit Court and Comptroller**

By: \_\_\_\_\_  
(Deputy Clerk)

\_\_\_\_\_  
(Date of Execution)

**Legally Sufficient:**

\_\_\_\_\_  
(Office of County Attorney)

\_\_\_\_\_  
(Date of Execution)

**CONSULTANT’S FINAL RELEASE AND WAIVER OF LIEN**

<b>Owner:</b> St. Johns County (hereafter “County”)	<b>County Department/Division:</b>
<b>Agreement No.:</b>	<b>Consultant Name:</b>
<b>Project:</b>	<b>Consultant Address:</b>
<b>Project Address:</b>	<b>Consultant License No.:</b>
<b>Payment Amount:</b>	<b>Amount of Disputed Claims:</b>

The undersigned has been paid in full for all Services provided to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its Subconsultants or anyone else acting for, on behalf of, or at the request of Subconsultant for all Services provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

**Disputed Claims:** The following invoices, pay applications, retention, or extra Services are reserved by undersigned from this final payment (if there are no Disputed Claims enter “None”):

*None*

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Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ Consultant Name

By:

\_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Title

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.**





## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

October 14, 2021

RE: RFP 22-09; American Rescue Plan Act Oversight

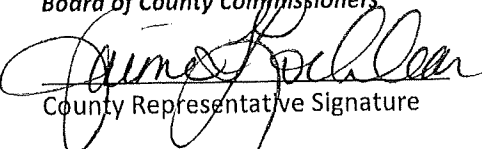
Please be advised that the Purchasing Division of St. Johns County is issuing this notice of its Intent to Award a contract to Shuman Consulting Services, LLC, as the highest ranked firm under **RFP 22-09; American Rescue Plan Act Oversight**. This notice will remain posted until 5:15 PM, Tuesday, October 19, 2021.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Division of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Division and are included in the County's Purchasing Procedure Manual. All of the terms and conditions of the County Purchasing Procedure Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Division receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to negotiate, and upon successful negotiations, execute a contract.

Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,  
St. Johns County, FL  
Board of County Commissioners

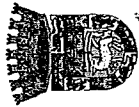
  
County Representative Signature

Date: 10/14/2021

Jaime Locklear, MPA, NIGP-CPP, CPPO, CPPB  
Assistant Director, Purchasing & Contracts  
(904) 209-0158 – Direct  
(904) 209-0150 – Main  
[jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)

**EVALUATION SUMMARY SHEET  
ST. JOHNS COUNTY, FLORIDA**

October 14, 2021  
22-09; American Rescue Plan Act Oversight



FIRM	EVALUATOR Jesse Dunn	EVALUATOR Tera Meeks	EVALUATOR Jennifer Zuberer	EVALUATOR Morgan Hughes	TOTAL	RANK	COMMENTS
Shuman Consulting Services, LLC	90.0	85.0	85.0	52.0	312.0	1	
Wheeler Emergency Management Consulting, LLC	63.3	73.1	79.3	91.3	307.0	2	
Tidal Basin Government Consulting, LLC	70.1	93.1	83.1	46.1	292.4	3	
Government Services Group, Inc	74.0	72.0	81.0	40.0	267.0	4	
Aptim Environmental & Infrastructure, LLC	66.0	69.0	78.0	47.0	260.0	5	
Witt O'Brien's, LLC	78.9	83.9	78.9	15.9	257.6	6	
Innovative Emergency Management, Inc	75.6	73.6	82.6	24.6	256.4	7	
Deloitte & Touche, LLP	81.1	69.1	80.1	24.1	254.4	8	
Ernst & Young, LLP	73.3	86.3	72.3	13.3	245.2	9	
UHY Advisors Mid-Atlantic MD, Inc	67.4	82.4	67.4	14.4	231.6	10	

APPROVED: Asst. Director, Purchasing & Contracts  
*[Signature]* 10/14/21  
 APPROVED: OMB Director  
*[Signature]* 10/14/21

POSTING TIME/DATE FROM 4:00pm October 14, 2021 UNTIL 4:00pm October 18, 2021

**NOTE:**  
 THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET.  
 ANY RESPONDENT ADVERSELY AFFECTED BY AN INTENDED DECISION WITH RESPECT TO ANY SOLICITATION, SHALL FILE WITH THE ST. JOHNS COUNTY PURCHASING DIVISION, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY, AND COUNTY-OBSERVED HOLIDAYS) AFTER THE POSTING OF A NOTICE OF INTENT TO AWARD. PROTEST PROCEDURES MAY BE OBTAINED FROM THE DESIGNATED POINT IN THE RFP.

PART VI: FORMS & ATTACHMENTS

RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

PROPOSAL COVER PAGE

SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT ELECTRONIC PDF COPY  
ON A USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:

PURCHASING DIVISION  
ST. JOHNS COUNTY, FL  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084

DATE: September 29, 2021

FULL LEGAL COMPANY NAME: SHUMAN CONSULTING SERVICES, LLC

CONTACT NAME & TITLE: SHARI SHUMAN, PRESIDENT

CONTACT PHONE NUMBER: 904.338-6075

CONTACT EMAIL ADDRESS: shari@shumanconsulting.com

RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

OPTIONAL PROPOSAL CHECKLIST

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
1	Proposal Cover Page & Cover Letter	✓	
2	Company and Staff Qualifications	✓	
	Attachment E - Claims/Liens/Litigation History	✓	
3	Pricing	✓	
4	Past Performance/Related Experience	✓	
5	Approach and Methodology	✓	
6	Socioeconomic Business Enterprise	✓	
7	Administrative Information (include the following):		
8	Attachment A - RFP Affidavit	✓	
	Attachment B - RFP Affidavit of Solvency	✓	
	Attachment C - Drug Free Workplace Form	✓	
	Attachment D - Conflict of Interest Disclosure Form	✓	
	Attachment <del>E</del> - Equal Opportunity Report Statement	✓	
	Attachment <del>G</del> - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions	✓	
	Attachment <del>H</del> - Certification Regarding Lobbying	✓	
	Attachment <del>I</del> - Non-Collusion Certification	✓	
	Attachment <del>J</del> - E-Verify Affidavit	✓	
	Attachment <del>K</del> - Proof of Insurance with Limits	✓	
	Acknowledged Addenda	✓	

St. Johns County, FL  
Board of County Commissioners

RFP NO: 22-09

American Rescue Plan  
Act Oversight



**SHUMAN**  
CONSULTING

Guiding organizations forward with  
executive and managerial expertise.

SEPTEMBER 29, 2021





2547 Bishop Estates Road  
St. Johns County, Florida 32259

shumanconsulting.com  
shari@shumanconsulting.com

904.338.6075

September 29, 2021

St. Johns County Purchasing Division  
500 San Sebastian View  
St. Augustine, FL 32084

Re: ST. JOHNS COUNTY, FL  
BOARD OF COUNTY COMMISSIONERS  
RFP NO: 22-09  
AMERICAN RESCUE PLAN ACT OVERSIGHT

This letter serves to formally provide qualified information for Request for Proposal No: 22-09 to the St. Johns County, Florida Board of County Commissioners for the American Rescue Plan Act (ARPA) Oversight.

As a project management consultant for the St. Johns County Board of County Commissioners team for the past year, I have a deep understanding of the priorities, goals and planning for the organization and the ARPA project.

My depth of experience to guide organizations forward encompasses a unique blend of executive, financial and management expertise. I am a results-oriented professional who has more than 35 years of operational experience.

In addition to providing consulting services to St Johns County, I am providing financial management and audit compliance services to St. Johns County Sheriff's Office and the City of Jacksonville Kids Hope Alliance. Shuman Consulting is also providing project management services to Valencia College for their Higher Education Emergency Relief Funding.

For 16 years, I was the *Vice President of Administration and Finance, University of North Florida* and had oversight for 21 university departments from facilities, information technologies, business units and financial areas with more than 650 full-time and part-time employees;

- *UNF Foundation Treasurer managed endowment of more than \$115 million;*
- *Executive Director, University of North Florida Financing Corporation;*
- *Treasurer, OneJax Board of Directors;*
- *Board of Directors, Museum of Contemporary Art;*

Previously, I was with the City of Jacksonville in leadership roles including Chief of Staff for the Jacksonville Economic Development Commission, City Treasurer and City Comptroller.

I received an undergraduate degree in Accounting from the University of Florida and Master of Public Administration from University of North Florida. I also serve on many not-for-profit boards sitting on Finance, Investment and Human Resources committees.

Shuman Consulting supports and guides executive management during times of planning and critical decision-making by providing operational, financial and management consulting to keep the organization moving forward.

I am the primary point of contact at: Shuman Consulting Services, LLC | 2547 Bishop Estates Road, St. Johns County, Florida 32259 | (904) 338-6075 | shari@shumanconsulting.com | www.shumanconsulting.com.

I look forward to continuing our work in this important area of governance and oversight to benefit the citizens of St. Johns County.

Shari Shuman, *President*  
Shuman Consulting Services, LLC



## Section 2: Company and Staff Qualifications

Shuman Consulting has been working alongside the St. Johns County Administrator and team, supporting, and guiding the CARES project for the past year and a half. Shuman Consulting has demonstrated proof of experience, qualifications, and implementation to successfully manage the ARPA project infusing a collaborative management style.

As the established Project Manager, Shari Shuman has had oversight for the CARES Program, managing multiple roles on behalf of the County while leading the team and project, attending meetings and providing detailed reporting with various entities to execute the plan goals, including:

- Determining an appropriate plan of spending to recommend to the Board of Commissioners.
- Reviewing all of requests from departments to determine if it meets funding criteria; created a project list and project budget.
- Creating implementation plans for elements of the spending plan, such as the Residential Assistance Program, Back to Business Program and NonProfit Program.
- Reviewing the requests for the NonProfit program.
- Working with the Constitutional Officers and City of St Augustine and City of St. Augustine Beach on their requests to the County, then subsequently reconciling their reimbursement requests to the agreements.

- Working with the Budget Officer to review expenditures spent from CARES Funds to determine that the spending plan was being followed and to submit reports as required to the State.
- Frequent communication along with providing update reports to the Administration and the Board of County Commissioners, as requested.

In addition, Shuman Consulting continues to partner with the County on the implementation of ARPA. Working with the County Administration, the following deliverables were achieved:

- Phase one spending plan was recommended and approved by the County Commission.
- Reviewed requests from Departments.
- Created a program for Businesses.
- Worked with the Sheriff's office regarding their continuing needs.

With Valencia College, Shuman Consulting is the lead consultant to provide project management services for their allocation of Higher Education Emergency Relief Funding from the Federal Government.

Shari Shuman's significant industry experience, regulatory and financial expertise more than qualifies her to partner, lead and manage the American Rescue Plan Act Oversight project.

## Section 2A: Licenses / Certifications

See attachments.

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## Section 2B: Claims, Liens, and Litigation

See Attachment E.

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## Section 2C: Company and Team Organization



**Shari Shuman**

Owner/Principal

Shuman Consulting

Lead Consultant/Project Manager



**Celeste Watkins**

Administrative Assistant



## Section 2D: Personnel Qualifications and Key Personnel



### **Shari Shuman**

*Owner/Principal, Shuman Consulting, Inc.*

*Role: Lead Consultant/Project Manager*

Having significant industry experience and relevant regulatory and funding expertise, Shari will serve as the lead consultant and project manager for the ARPA project. Shari brings more than 35 years of operational and financial management including 16 years as the Vice President of Administration and Finance at the University of North Florida responsible for overseeing 21 university departments ranging from facilities, information technologies, business units and financial areas with more than 650 full-time and part-time

employees.

In addition, Shari served in the following roles: UNF Foundation Treasurer with an endowment of more than \$115 million; Executive Director of the University's Financing Corporation, Treasurer of the OneJax Board and a member of the Museum of Contemporary Art board of directors.

Before joining UNF in 2003, Shari worked for the City of Jacksonville, serving in multiple critical financial and leadership roles including Chief of Staff for the Jacksonville Economic Development Commission, City Treasurer and City Comptroller. Additionally, Shari has managed all financial, accounting and bookkeeping matters for a family owned enterprise of 225 residential units located in Duval County.

Shari received her undergraduate degree in Accounting from the University of Florida and her Master of Public Administration from University of North Florida. She has also been a member of many not-for-profit boards serving on Finance, Investment and Human Resources committees.

As previously mentioned, Shari has been working with St. Johns County Administrator to ensure proper spending of awarded CARES act funding.

As Controller for the City of Jacksonville, Vice President of University of North Florida and currently with Kids Hope Alliance a child-serving social service agency for the City of Jacksonville, Shari is fully aware of how federal grants work and need to be managed to receive the full reimbursement from the grantor. Each grant is unique and has specific requirements for the expenditure of the grant.

In addition to consulting services to St Johns County, Shari performs financial management and audit compliance services to St. Johns County Sheriff's Office and the City of Jacksonville Kids Hope Alliance. Shuman Consulting is also providing project management services to Valencia College for their Higher Education Emergency Relief Funding.



## Section 2D: Personnel Qualifications and Key Personnel



**Celeste Watkins**  
Role: *Administrative Assistant*

Celeste worked at the University of North Florida (UNF) for almost 20 years serving in various capacities including as an Administrative Assistant in the Office of the President and the Vice President for Student Affairs Office.

She also worked in Student Government where she held positions as Office Manager, Coordinator, Assistant Director and Director.

## Section 3: Pricing

**Shari Shuman**

Lead Consultant/Project Manager

**\$150/hour**

**Celeste Watkins**

Administrative Assistant

**\$75/hour**

**Contract Not to Exceed \$95,000**

## Section 4: Past Performance/ Related Experience

VALENCIA COLLEGE

### Client 1:

Valencia College

### Role:

LEAD CONSULTANT, Subcontractor to CFO  
Strategic Partners

### Owner/Agency and Contact Information:

Loren Bender, Vice President  
*Business Operations and Finance*

### Valencia College

407-582-3465

lbender2@valenciacollege.edu

### Consulting Firm:

Jeannine Rohrbach

*Vice President of Internal Operations*

### CFO Strategic Partners

(610) 463-5452

jrohrbach@cfosp.com

### Description:

Valencia College received Higher Education Emergency Relief Funds from the CARES Act (also known as the Coronavirus Aid, Relief, and Economic Security Act), the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 and the American Rescue Plan. As such, a portion of each of these allocations must be awarded to students in the form of emergency financial aid grants for expenses related to the disruption of campus operations due to the COVID-19 pandemic. The remaining funds are to be used by the College to defray expenses associated with coronavirus (including lost revenue, reimbursement for expenses already incurred, technology costs associated with a transition to distance education, faculty and staff trainings and payroll).

### As Lead Consultant, Shari Shuman's responsibilities are to:

- Attend Institutional meetings, Compliance Meetings.
- Review all documentation for project requests.
- Maintain status of projects on project log.
- Design a standardized final project package and create a final project package for each project for completeness and consistent with federal guidelines to prepare for audit.
- Monitor projects in progress to identify any implementation issues and changes to projected completion times.
- Create and maintain a summary document showing all sustained costs by project for the next 5 fiscal years including completed and active projects.
- Assist with reconciling the financial records to the projects and to the websites.
- Create a plan to demonstrate a portion of the funds was used to implement evidence-based practices to monitor and suppress coronavirus in accordance with public health guidelines.

### Contract Value:

\$249,000

### Timeline:

May 2021 with a projected completion July 2022



## Section 4: Past Performance/ Related Experience

## St. Johns County - CARES Act

### Client 2:

St. Johns County - CARES Act

### Role:

**PROJECT MANAGER** for oversight of the program

### Owner/Agency and Contact Information:

**Hunter Conrad**

County Administrator

hconrad@sjcfl.us

(904) 209-0530

### Description:

St Johns County received \$46 million funding from the CARES Act to be used for expenditures related to the COVID-19 public health emergency. Eligible expenditures included medical expenses, public health expenses, payroll expenses for public safety, public health and similar employees mitigating or responding to the COVID-19 public health emergency, expenses related to facilitate compliance with COVID-19 related public health measures and expenses association with the provision of economic support in connection with the COVID-19 public health emergency.

### As Project Manager, Shari Shuman's responsibilities were to:

- Work with County Administration and departments to determine an appropriate plan of spending to recommend to the Board of Commissioners.

- Review all of the requests from departments to determine if they meet all of the criteria to be funded and created a project list and project budget.
- Work with various departments to create implementation plans for elements of the spending plan, such as the Residential Assistance Program, Back to Business Program and Non-Profit Program. Also involved as part of the team reviewing requests from the Non-Profit team.
- Work with the Constitutional Officers and City of St Augustine and City of St Augustine Beach on their requests to the County and then subsequently reconciled their reimbursement requests to the agreements.
- Work with the Budget Officer to review the expenditures spent from the Funds to determine that the spending plan is being followed and to submit reports as required to the State.
- Provide update reports to the Administration and the Board of County Commissioners as requested.

### Contract Value:

**\$37,000**

### Timeline:

**June 2020 with anticipated completion December 2021. All Deliverables were completed in a timely manner.**



## Section 4: Past Performance/ Related Experience

### St. Johns County - American Rescue Plan Act

#### Client 3:

St. Johns County - American Rescue Plan Act

#### Role:

**PROJECT MANAGER** for oversight of the program

#### Owner/Agency and Contact Information:

**Hunter Conrad**

*County Administrator*

hconrad@sjcfl.us

(904) 209-0530

#### Description:

St Johns County has been allocated \$51.3 million to be used by local governments to respond to the public health emergency caused by COVID-19, replacement of public sector revenue loss, water and sewer infrastructure, equity-focused services, address negative economic impacts, provide premium pay for first responders and broadband infrastructure.

**As Project Manager, Shari Shuman's has provided the following deliverables and services:**

- Phase 1 spending plan as approved by the Board of Commissioners.
- Reviewed requests from the departments to determine if they met the criteria to be funded and met with County Administration to create the phase 1 spending plan.

- Assisted with the implementation of the business plan program.
- Assisted with a survey to gather community input.
- Assisted the Budget Officer with the first quarterly report submitted to Treasury.
- Reviewed options for Lost revenue calculation.
- Worked with the Sheriff's Office regarding their requests in Phase 1.

#### Contract Value:

**\$15,000**

#### Timeline:

**March 2021 to December 2021**

## Section 4: Past Performance/ Related Experience



### Client 4:

University of North Florida

### Role:

Vice President of Administration and Finance

### Owner/Agency and Contact Information:

**Scott Bennett**

*Vice President*

*Administration and Finance*

**University of North Florida**

904-620-2060

sbennett@unf.edu

### Contract Value:

No Contract Value

### Timeline:

August 2003-January 2020

### Description:

As Vice President of Administration and Finance, Shari oversaw the Risk Management Department that worked with Federal Emergency Management Agency (FEMA) regarding reimbursements for hurricanes. Shari reviewed the paperwork and monitored the progress of receiving reimbursements.

## Section 5: Approach & Methodology

Shuman Consulting has been working alongside the St. Johns County Administrator and team, supporting and guiding the CARES project and the initial phase of American Rescue Plan Act (ARPA) project for the past year and a half. Given the firm's knowledge of CARES act and ARPA, government funding and grant reporting, she will evaluate potential strategies to put the funds to use that maximizes the value of the funding available to the County.

Shari Shuman of Shuman Consulting has demonstrated proof of experience, qualifications and implementation to successfully manage the project infusing a collaborative management style.

### October – December 2021

- Implement the business program
- Coordinate with the County Attorney office for necessary agreements
- Coordinate with the Sheriff's Office for their approved expenditures
- Review expenditures already spent to date on the vaccination site and testing site
- Review opportunities to expand Broadband in the County
- Continue frequent communication along with providing update reports to the County Administration and Board of County Commissioners, as requested
- Review Community feedback and recommendations
- Develop documentation to be utilized for each project to assist with monitoring the project and document compliance with the Federal regulation

### January 2022

- Determine phase II spending plan to recommend to the Board of Commissioners

### February 2022 – June 2022

- Assist with implementation of phase II spending plan and continue to monitor Phase I spending
- Continue frequent communication along with providing update reports to the County Administration and Board of County Commissioners, as requested

### July 2022

- Determine phase III spending plan to recommend to the Board of Commissioners if funding is still available for appropriation

### July 2022 – December 2022

- Assist with implementation of phase III spending plan and continue to monitor phase I and phase II spending
- Continue frequent communication along with providing update reports to the County Administration and Board of County Commissioners, as requested

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Project will continue until all funds are expended and reported.

---



## Section 5: Approach & Methodology

### Reporting

Work with the Budget Officer to review expenditures spent from ARPA Funds to determine that the spending plan was being followed and to submit reports as required.

- Quarterly reports are due 30 days at the end of the quarter starting with October 31, 2021
- Recovery Plan Reports is due by October 15, 2021 and annually at August 31, 2022

Shuman Consulting's communication strategy is to provide the team with progress reports to the County Administration and Board of County Commissioners as requested. In addition, we will continue to work with the Director of Public Affairs and the Budget Officer in matters concerning their department. As always, we will provide documents, reports and presentations to the County Administration in a timely and efficient manner.

Shari Shuman is a dedicated resource able to quickly and thoroughly manage schedules for the project. As evidenced over the past year and a half, there will be no start up or launch aspect as she is intimately familiar with the project and completely grounded in the team and goals as outlined by the ARPA.

Shari's management style is collaborative in nature. She believes working together with the key players in a clear, candid and open manner drives the best results. Through her collaborative style, attention to detail and relatable approach to the project, Shari will ensure everyone is fully aware of the goals, needs and issues to keep the project on track.

---

## Section 6: Socioeconomic Business Enterprises

100% Women-owned company.

---

## Section 7: Administrative

See attachments.

It is a pleasure to submit this proposal and to  
continue our successful partnership with  
ST. JOHNS COUNTY



**SHUMAN**  
CONSULTING

Thank you for the opportunity to serve St. Johns County.



St. Johns County, FL  
Board of County Commissioners

RFP NO: 22-09

American Rescue Plan  
Act Oversight



**SHUMAN**  
CONSULTING

**ATTACHMENTS**

Section 2A: Licenses/Certifications  
Section 2B: Claims, Liens, and Litigation  
Section 7: Administrative

SEPTEMBER 29, 2021



**2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L20000086279

**Entity Name:** SHUMAN CONSULTING SERVICES, LLC

**Current Principal Place of Business:**

2547 BISHOP ESTATES ROAD  
JACKSONVILLE, FL 32259

**Current Mailing Address:**

2547 BISHOP ESTATES ROAD  
JACKSONVILLE, FL 32259 US

**FEI Number:** 85-0884996

**Certificate of Status Desired:** No

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

SHUMAN, SHARI A  
2547 BISHOP ESTATES ROAD  
JACKSONVILLE, FL 32259 US

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

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_ Date

**Authorized Person(s) Detail :**

Title AMBR  
Name SHUMAN, SHARI A  
Address 2547 BISHOP ESTATES ROAD  
City-State-Zip: JACKSONVILLE FL 32259

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: SHARI SHUMAN

PRESIDENT

02/11/2021

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_ Date

This Receipt is issued pursuant to  
County ordinance 87-36

**2021/2022 ST. JOHNS COUNTY  
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**Account** 1083942  
**EXPIRES** September 30, 2022

**Business Type** Consultant  
**Location** 2547 Bishop Estates Rd  
St. Johns FL 32259

**Business Name** **Shuman Consulting Services**

**Owner Name** Shuman Consulting Services LLC

**Mailing Address** 2547 Bishop Estates Rd  
St Johns, FL 32259



**New Business  
Transfer**

**Tax** 22.00  
**Penalty** 0.00  
**Cost** 0.00  
**Total** **22.00**

**DENNIS W. HOLLINGSWORTH  
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

**This form becomes a receipt only when validated below**

**Paid by receipt(s) 2020-900397 on 07/19/21 for \$22.00**

RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

ATTACHMENT E

CLAIMS/LIENS/LITIGATION HISTORY

Respondents must provide accurate and factual information related to the questions provided below. Failure to appropriately disclose the information requested, including any and all explanations and/or details related to the answers provided may result in a Respondent being removed from further consideration under this RFP. Respondents may attach additional pages and/or documents as necessary to provide information as required.

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a contract dispute? Yes \_\_\_\_\_ No  If yes, please attach additional sheet(s) to include: Description of every action; Captions of the Litigation or Arbitration; Amount at issue: \_\_\_\_\_; Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_  
Name(s) of the project owner(s)/manager(s) to include address and phone number: \_\_\_\_\_

2. List all pending litigation and or arbitration. **NONE**
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. **NONE**
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

**NONE**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever abandoned a contract, been terminated for cause? Yes \_\_\_\_\_ No  if yes, please explain in detail:

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

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ if no, please explain why? \_\_\_\_\_

**N/A**  
\_\_\_\_\_  
\_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

NONE

**Financial Consequences**

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No  If yes, please explain each instance in detail: \_\_\_\_\_

RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

ATTACHMENT A

AFFIDAVIT

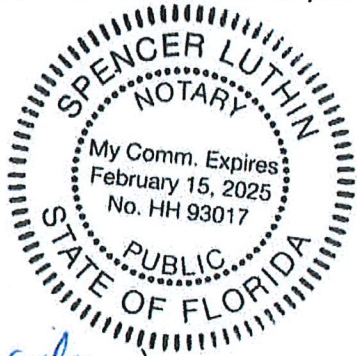
TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the Proposals are submitted, the Respondent shall attach to his RFP this sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the Request for Proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, personally appeared Shari Shuman who, being duly sworn, deposes and says he is President (Title) of Shuman Consulting Services, LLC (Firm) the respondent submitting the attached Request for Proposal for the services covered by the RFP documents for **RFP No: 22-09; American Rescue Plan Act Program Oversight.**

The affiant further states that no more than one Request for Proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's RFP on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.



SHUMAN CONSULTING SERVICES, LLC  
(Respondent Firm)

Shari Shuman  
(Signature - Authorized Representative)

President  
(Title)

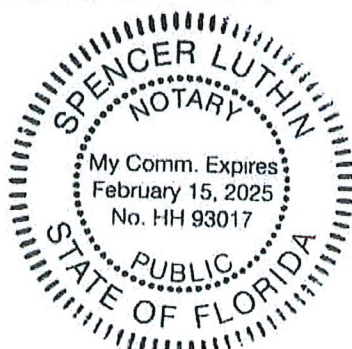
STATE OF Florida

COUNTY OF Saint Johns

Subscribed and sworn to before me this 23<sup>rd</sup> day of September, 2021, by Shari Shuman who personally appeared before me at the time of notarization, and who is personally known to me or who has produced Florida Driver's License as identification.

[Signature]  
Notary Public

My commission expires:  
2/15/2025



RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

ATTACHMENT B

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {Respondent} Shuman Consulting Services, LLC  
being of lawful age and being duly sworn I, {Affiant} Shari Shuman, as  
{Position/Title} President (ex. CEO, officer, president, duly authorized  
representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 23<sup>rd</sup> day of Sept, 2021.

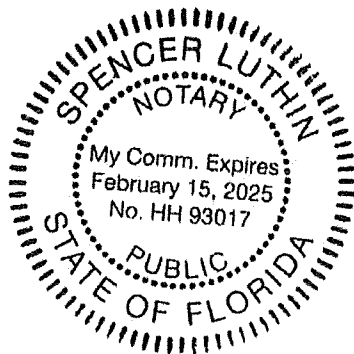
Shari Shuman  
Signature of Affiant

STATE OF Florida  
COUNTY OF Saint Johns

Subscribed and sworn to before me this 23<sup>rd</sup> day of September, 2021, by Shari Shuman  
who personally appeared before me at the time of notarization, and who is personally known to me or who has produced Florida Driver's License as identification.

Spencer Luthin  
Notary Public

My commission expires: 2/15/2025





RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

ATTACHMENT C

St. Johns County Board of County Commissioners  
Drug-Free Workplace Form

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

SHUMAN CONSULTING SERVICES, LLC does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Proposal to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Shari Bruner  
Signature

9/29/2021  
Date

RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

ATTACHMENT D

Conflict of Interest Disclosure Form

Project (RFP) Number/Description: 22-09 American Rescue Plan Act Program Oversight

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/consultant's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Consultants are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Consultants, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultants/consultants professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: SHUMAN CONSULTING SERVICES LLC

Authorized Representative(s): Shari Shuman  
Signature

SHARI SHUMAN/ PRESIDENT  
Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

**RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT**

**ATTACHMENT F**

**EQUAL OPPORTUNITY REPORT STATEMENT**

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Consultant shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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, 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which he 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant 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 Consultant 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 Consultant'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 Consultant 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 as 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 Consultant 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 sub-Consultant or vendor. The Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): SHARI SHUMAN

SIGNATURE: Shari Shuman

TITLE: President

NAME OF FIRM: SHUMAN CONSULTING SERVICES, LLC

DATE: 9/29/2021

RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

ATTACHMENT G

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions**

The Respondent certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any sub-consultant, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP, and shall not enter into any transaction with any sub-Consultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): SHARI SHUMAN

SIGNATURE: Shari Shuman

TITLE: PRESIDENT

NAME OF FIRM: SHUMAN CONSULTING SERVICES, LLC

DATE: 9/29/2021



RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

ATTACHMENT H

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Consultant] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, SHUMAN CONSULTING SERVICES, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): SHARI SHUMAN

SIGNATURE: Shari Shuman

TITLE: President

NAME OF FIRM: SHUMAN CONSULTING SERVICES, LLC

DATE: 9/29/2021



RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

ATTACHMENT I

NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from this Request for Proposal issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): SHARI SHULMAN

SIGNATURE: Shari Shulman

TITLE: President

DATE: 9/29/2021

NAME OF FIRM/PARTNERSHIP/CORPORATION:

SHULMAN CONSULTING SERVICES, LLC

\_\_\_\_\_

\_\_\_\_\_

RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

ATTACHMENT J

E-VERIFY AFFIDAVIT

STATE OF Florida  
COUNTY OF St. Johns

I, Shari Suman (hereinafter "Affiant"), being duly authorized by and on behalf of Shuman Consulting Services, LLC (hereinafter "Consultant") hereby swears or affirms as follows:

1. Consultant understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. \_\_\_\_\_ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant further understands and agrees that in the event of such termination, Consultant shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this 23rd day of September, 2021.

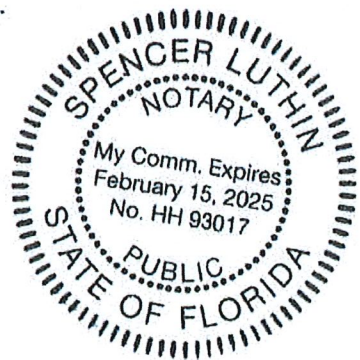
Shari Suman  
Signature of Affiant

SHARI SUMAN, President  
Printed Name & Title of Affiant

SHUMAN CONSULTING SERVICES, LLC  
Full Legal Name of Consultant

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 23rd day of Sept., 2021, by {insert name and title of Affiant}, who is personally known to me or has produced FL driver's license as identification.

Spencer Luthin  
Notary Public  
My Commission Expires: 2/15/2025



**RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT**

**ATTACHMENT K**

Respondents must submit proof of insurance coverages in the amount(s) stated herein, or a letter from an insurance provider attesting to the Respondent's ability to obtain coverages in the amount(s) stated herein upon award.

Failure to provide proof of insurance or proof of the ability to obtain required coverage may result in Respondent being deemed non-responsive and therefore removed from consideration.

**CERTIFICATE(S) OF INSURANCE**  
**(Attach or insert copy here)**







## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #1

September 23, 2021

**To: Prospective Respondents**  
**Subject: RFP No. 22-09; American Rescue Plan Act Oversight**

This Addendum #3 is issued for further Respondent's information and is hereby incorporated into the RFP Documents. Each Respondent will ascertain before submitting a Proposal that he/she has received all Addenda, and **return an original and an electronic copy of this signed Addendum with the submitted proposal** as provided in the RFP Documents.

#### Questions and Answers:

1. Who manages the funds allocated to the approved projects at this time?  
**Answer: The initial allocation is being managed by the Director of the Office of Management and Budget (OMB Director).**
2. Pg. 4, "All terms and conditions of the St. Johns County Purchasing Procedure Manual are incorporated into this RFP Document by reference, and are fully binding." Would the County remove this reference as a contractor is not responsible to follow the County's procurement procedures and it is not applicable. If it will not be removed, will the County provide the manual as the contractors would need to see what they are signing up for.  
**Answer: This statement will not be removed, as the County's Purchasing Procedure Manual applies to this RFP and the resulting contract, if awarded. And, the awarded firm shall be required to comply with all applicable provisions of the Manual as part of the Contract Requirements. The Manual is available at the following link: [www.sjcf.us/Purchasing/PurchasingManual.aspx](http://www.sjcf.us/Purchasing/PurchasingManual.aspx).**
3. Can St. Johns County provide a copy of the contract you intend to use for the American Rescue Plan Act Oversight?  
**Answer: Attached is a sample contract. Respondents shall not sign or incorporate the provided sample contract as part of their submitted proposal. The contract attached is for discussion purposes only, and is not necessarily reflective of the final contract that may be ultimately entered into by the County.**
4. Regarding Part III. Submittal Instructions & Form, Section D. User of County Logo: Can we include the St. Johns County Logo in our proposal document? We would like to incorporate the logo as it relates to illustrating how we can serve the County. This is our request for express written approval. We will not use the logo anywhere outside of our proposal.  
**Answer: No, Respondents shall not use the County Logo in the submitted proposal.**
5. Given the logistical considerations associated with obtaining notarized documents in the COVID-19 pandemic environment and the abbreviated timeline to submit proposals, will the County consider waiving the notary requirements, accepting an online notary or non-Florida notary, or accepting electronically scanned versions of the documents in lieu of original versions?  
**Answer: All forms requiring notarization must comply with Florida law, which does allow for online notarizations.**

6. Is the County open to using the State Term Contract rates and terms (80101500-20-1, Management Consulting Services)?

**Answer: The County does not intend to piggyback the State Term Contract referenced. However, if a Respondent chooses to propose pricing from an existing agreement they currently possess, the County does not object to that method. However, the proposed rates shall still be subject to negotiation and final approval by the County.**

7. In part 3, Section E, the instructions not that the vendor is to also provide a USB of the submission, in addition to the hard copy. Can the County please confirm that a CD/DVD is sufficient to fulfill this requirement and not just a USB flash drive?

**Answer: No, a CD/DVD may not be submitted in lieu of a USB flash drive. The electronic proposal must be submitted on a USB flash drive only.**

8. Regarding the scope requirements for "review pass through funding grant applications from small business and community groups" and "make recommendations for grant award", can the County provide an estimated number of sub-recipients (and approximate value of the sub-award) for which they anticipate needing these services?

**Answer: At this time, there is no estimated number of sub-recipients and value of award. These variables will be dependent upon community response.**

9. Regarding the scope requirements for "review pass through funding grant applications from small businesses and community groups and make recommendations for grant award", can the County clarify if an existing technological platform will be used or if the vendor must supply details and pricing of its own technology solution in the proposal?

**Answer: The County intends to utilize Survey Monkey as the platform for submittal and review of applications submitted from potential sub-recipients, as has been used in previous assistance programs. The County is not requesting Respondents to include an application platform in their submitted proposal.**

10. Can the County provide the approximate percentage of its Fiscal Recovery Fund allocation that it anticipates awarding to sub-recipients and the general nature of the intended sub-recipients (for example, localities, non-profits, etc.)?

**Answer: At this time, there is no estimated number of sub-recipients and/or value of award. These variables will be dependent upon community response.**

11. Does the County anticipate the need for onsite services, or does the County anticipate that all work may be performed by the Contractor remotely? For example, is it possible the presentations to the Board of County Commissioners every 6 months can be conducted remotely?

**Answer: At a minimum, the County requires in-person meetings at the following frequency: one weekly meeting with County Administration, one weekly meeting with staff, and one monthly meeting for interim reporting with County Administration and/or Board of County Commissioners. The County currently does not intend for these meetings to be conducted remotely. The County may, at its sole discretion, adjust these requirements at a later date prior to or after award of a contract.**

12. Can the County please clarify the anticipated time period for which the vendors should provide pricing?

**Answer: Respondents shall include in their not-to-exceed proposal, costs for services provided throughout the timeframe of the American Rescue Plan Act, which is currently in effect through December 31, 2024.**

13. Can a vendor providing first year pricing, as opposed to pricing for the entirety of the award, which will then be extended for multiple years via the same contract?



**Answer: See response to Question 12 above.**

14. Can the County confirm that this contract award will be provided to a single vendor?  
**Answer: The County's intent under this RFP is to award a single vendor. However, the County reserves the right, in its sole discretion, to consider multiple awards in order to best serve the interests of the County.**

15. Can the County confirm that by "oversight" the County means the vendor will provide advisory services, not management of County personnel, funds, or decision-making?  
**Answer: The awarded firm will not be responsible for management of County personnel, funds, or decision making, and will provide advisory services.**

16. Can the County describe the expectations for "Establish and maintain documentation" as described in part 2, section B? What is the scope of documentation maintained and for how long will it need to be maintained (potentially extending past the contract period for other services to comply with recordkeeping requirements), or would the vendor advise the County on its maintenance of documentation related to the program and the documents are then maintained by the County?  
**Answer: The awarded firm shall be required to maintain any and all documentation generated related to the services performed under the awarded Contract throughout the duration of the Contract, and for an additional six (6) years after contract expiration/completion, to comply with any possible audit requirements that may arise during or after the performance period of the Contract, in addition to compliance with public records requirements provided in law.**

17. The RFP states on page 9, "Respondent shall submit their proposed hourly rate and not-to-exceed amount for performance of the required services." Should pricing include an hourly rate per key Labor Category and an average hourly rate per vendor?  
**Answer: Respondents shall submit hourly rate(s) for Key Personnel who will perform work under the contract, if awarded. The County shall evaluate pricing based upon the hourly rate, or average hourly rate submitted by Respondents with a pro rata distribution of points as provided herein in the clarification to the RFP.**

18. Should Pricing also include a per diem rate for travel cost?  
**Answer: Per diem and travel rates are governed by the County Administrative Code, which is attached to this Addendum. Respondents must include an estimate for per diem/travel, as is appropriate based upon the requirements of the Administrative Code, as part of their proposed not-to-exceed amount for performance.**

19. Regarding scope of services and requested activities "Attend weekly meetings with the County Administration and provide updates on activity progress and program expenditures for the ARPA program" and "Attend meetings with the Budget Office, at their request, and generally at least once per week, to review expenditure activities and assist with analysis and reporting", is the County willing to have some attendance at these meetings via remote participation and if so, is there a minimum expectation of these meetings to be attended in person (i.e. once per month, once per quarter, etc.)?  
**Answer: Please see response to Question 11 above.**

**Clarifications to RFP Document:**

Page 9, Section 3: Pricing verbiage is hereby revised to the following, while the table demonstrating the pro rata distribution of points shall remain the same:

Respondent shall submit their proposed hourly rate(s) for Key Personnel intended to perform work if awarded, along with a total proposed not-to-exceed amount for

performance of all required services. The not-to-exceed amount shall be inclusive of performance of all services, including any and all per diem, travel, and reimbursable expenses. The actual amount paid to the Consultant shall be determined by the negotiations.

Pricing shall be scored based upon the average of all hourly rate(s) submitted by the Respondent. The not-to-exceed amount shall not be included in the scoring for price as it is largely subject to negotiation.

Page 14, Section D. Governing Laws & Regulations is hereby revised to include the following:

This RFP and the subsequently awarded Contract shall be governed by the terms and conditions included in the American Rescue Plan Act Funding Agreement under which the County is a Recipient of funds under the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Program.

**THE PROPOSAL DUE DATE REMAINS SEPTEMBER 30, 2021 AT 4:00 PM EDST**

**Respondent Acknowledgment**

Shari Shuman 9/29/2021  
Signature and Date

SHARI SHUMAN / PRESIDENT  
Printed Name/Title

SHUMAN CONSULTING SERVICES, LLC  
Company Name (Print)

**END OF ADDENDUM NO. 1**



## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #1

September 23, 2021

**To: Prospective Respondents**  
**Subject: RFP No. 22-09; American Rescue Plan Act Oversight**

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**THE PROPOSAL DUE DATE REMAINS SEPTEMBER 30, 2021 AT 4:00 PM EDST**

**Respondent Acknowledgment**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**



**ST. JOHNS COUNTY, FL  
BOARD OF COUNTY COMMISSIONERS**

**RFP NO: 22-09**

**AMERICAN RESCUE PLAN ACT OVERSIGHT**

**St. Johns County Purchasing Division  
500 San Sebastian View  
St. Augustine FL 32084  
904-209-0150  
[www.sjcfl.us/Purchasing/Index.aspx](http://www.sjcfl.us/Purchasing/Index.aspx)**

**FINAL: 09/01/21**

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## **PART I: INTRODUCTION**

### **A. TENTATIVE SCHEDULE OF EVENTS**

The County proposes the tentative schedule of events provided below for this Request for Proposals (RFP), and subsequent award of contract(s). This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of RFP	September 1, 2021
Deadline for Questions	September 16, 2021
Issuance of Final Addendum	September 23, 2021
Proposal Submission Deadline	September 30, 2021
Evaluation of Submitted Proposals	October 7, 2021
Presentation of Award Recommendation to SJC BOCC	November 2, 2021
Issuance of Notice of Award & Contract	December 1, 2021

### **B. DUE DATE & LOCATION**

Proposals submitted in response to this RFP must be delivered to and received by the SJC Purchasing Division by or before **4:00 PM EDST on Thursday, September 30, 2021**. Any proposals received after this deadline will be deemed nonresponsive, and shall be returned to the addressee unopened.

**Proposals shall be delivered to:** St. Johns County Purchasing Division  
500 San Sebastian View  
St. Augustine, FL 32084

### **C. DESIGNATED POINT OF CONTACT**

Any and all questions or requests for information relating to this RFP shall be directed, *in writing*, to the following Designated Point of Contact: Jaime Locklear, MPA, NIGP-CPP, CPPO, CPPB, Assistant Director, Purchasing & Contracts, at [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us).

In the event the Designate Point of Contact, provided above, is absent or unavailable for more than three (3) consecutive business days, interested firms may contact Leigh Daniels, CPPB, Purchasing Manager, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Procedure Manual, Section 304.6.5 "Procedures Concerning Lobbying". Any such communication shall result in disqualification from consideration for award of a contract for these services.

### **D. SUBMITTAL OF QUESTIONS/INQUIRIES**

Any and all questions and/or inquiries related to this RFP must be submitted by or before five o'clock (**5:00 PM EDST**) on **Monday, September 16, 2021**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the proposal submittal deadline in order to clarify or answer questions as necessary to serve the best interest of the County.

### **E. ADDENDA**

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or

changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

All copies of acknowledged addenda, if applicable, must be submitted in **Section 8: Administrative Information**.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for Proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposals.

**F. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Federal, State and Local law, Respondents shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

**G. SOLICITATION POSTPONEMENT / CANCELLATION**

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

**H. RIGHT TO REJECT / ACCEPT**

The County reserves the right to accept or reject any or all submitted proposals, waive minor formalities and irregularities, and to award to the Respondent(s) that best serve the interests of St. Johns County.

**I. COMPLIANCE WITH POLICY AND PROCEDURES MANUALS**

All terms and conditions of the St. Johns County Purchasing Procedure Manual are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual.

**PART II: SCOPE OF SERVICES**

**A. BACKGROUND**

St. Johns County is a political subdivision of the State of Florida seated in St. Augustine, Florida. The County has seen a forty percent (40%) population increase since 2010 and continues to see rapid growth. During the past 18 months, the COVID-19 pandemic brought many challenges to the burgeoning community, impacting the daily lives of residents and many local businesses.

The ARPA provides resources to government entities for the following purposes:

- Decrease the spread of COVID-19 and bring the pandemic under control
- Provide support for costs incurred in addressing public health and economic challenges resulting from the pandemic
- Replace government revenue lost due to COVID-19 to help ensure that governments can continue to provide needed services and avoid cuts or layoffs



- Lay the foundation for a strong, equitable economic recovery, not only by providing immediate economic stabilization for households and businesses, but also by addressing the systemic public health and economic challenges that may have contributed to more severe impacts of the pandemic among low-income communities and people of color

The United States Department of Treasury, through their website ([home.treasury.gov](https://home.treasury.gov)), has outlined eligibility criteria associated with their ARPA local government funding program. St. Johns County will receive allocations up to \$51 million through the ARPA program over the course of the program and all County activities associated with ARPA funding must meet Department of Treasury eligibility requirements including a formal audit of spending and compliance activities. Therefore, the County is seeking a Consultant that will work with County Administration, County Departments, key stakeholders, and County budget/finance staff to ensure a successful program and a successful financial/compliance audit of all ARPA funded activities and grants recommended and implemented by the St. Johns County Board of County Commissioners.

## **B. SCOPE OF SERVICES**

The selected Consultant will be responsible for ensuring all approved ARPA funded activities and grants are in compliance with the ARPA program, tracking and reporting the progress and financial expenditures for those activities and grants including presentations to the Board of County Commissioners, preparing necessary reports for submission to the state and federal government, management of program deadlines, development and oversight of pass through funding grants to small businesses and community groups.

The Consultant shall be responsible for performance of ARPA program oversight activities, including, but not limited to:

- Conduct and facilitate information-gathering meetings with key County Department Staff and leadership to determine priorities and goals, and determine an appropriate plan of spending for the ARPA funding.
- Work with County Departments to create implementation plans for each element of the spending plan.
- Assist in the development of program criteria that complies with the ARPA for pass through funding grants to small businesses and community groups.
- Review pass through funding grant applications from small businesses and community groups to ensure requests are compliant with the ARPA and make recommendations for grant award.
- Coordinate with County Department staff and the Budget and Finance Offices to track expenditures for individual activities and the overall program including close-out reports and audits of program spending.
- Review the expenditures of the approved ARPA activities to ensure compliance with the approved activity spending plan.
- Attend weekly meetings with County Administration and provide updates on activity progress and program expenditures for the ARPA program.
- Attend meetings with the Budget Office, at their request, and generally at least once per week, to review expenditure activities and assist with analysis and reporting.

- Monitor all ARPA registers and FAQs for eligibility requirements including intermittent changes to those documents that may affect program eligibility.
- Create summary white papers, resource allocation plans, and eligibility documents on the ARPA, as requested by County Administration, to be distributed to the Board of County Commissioners, County Staff, and to constituents of St. Johns County.
- Present update of program progress to Board of County Commissioners at regularly scheduled board meeting every 6 months.
- Develop and/or complete documents, reports and other information necessary, for submittal to the Treasury, coordinating with County Staff to compile and finalize documentation reporting requirements when necessary.
- Establish and maintain documentation to organize eligible activities for auditing and grant close-out purposes.

### **PART III: SUBMITTAL INSTRUCTIONS & FORMAT**

#### **A. RESPONDENTS RESPONSIBILITIES**

Respondents are responsible for any and all costs associated with developing and submitting Proposals in response to this RFP. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbusement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All submitted Proposals received in response to this RFP shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

Each Respondent, by submitting a Proposal in response to this RFP, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.

By submitting a Proposal, each Respondent certifies that they have fully read and understand any and all instructions in the RFP, and have full understanding of the scope, nature, and quality of work to be performed, and certifies that the Respondent agrees to perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual and County Administrative Code, and all other local, state and federal rules, regulations, laws, codes and ordinances throughout the solicitation and subsequent contract term.

All submitted Proposals shall be binding for not less than one hundred twenty (120) consecutive calendar days following the submittal due date.

#### **B. TRADE SECRETS**

Any and all submitted materials marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret". If the County receives a public records request for a document or information that is marked and



certified as a trade secret, the County shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit of Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposed documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

#### **C. CONFLICT OF INTEREST**

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any conflict of interest shall be employed for the performance of any of the required services as provided herein.

Respondents must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

In accordance with Section 112.313, Florida Statutes, Respondents shall not have any employment or contractual relationship with any County employee or officer, and must disclose within the submitted Proposal, any such relationship, along with any potential ownership interest of the Respondent Firm held by a County employee or officer.

#### **D. USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Respondents may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

#### **E. PROPOSAL SUBMITTAL INSTRUCTIONS:**

The Proposal format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of submitted proposals.

Proposals **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP No: 22-09; American Rescue Plan Act (ARPA) Program Oversight.** Each submitted proposal must have the Respondent's full legal name and mailing address marked plainly on the outside of the envelope/container.

Each Proposal shall consist of **one (1) hard-copy original document, and one (1) exact electronic PDF copy on a USB Drive**, which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

Proposals must be submitted to the SJC Purchasing Division, located at 500 San Sebastian View, St. Augustine, FL 32084, in accordance with the instructions provided herein, by or before four o'clock (4:00 PM EDST) on **Thursday, September 30, 2021**.

SJC Purchasing shall not be obligated to accept any Proposals that are not submitted in the manner described above. Any unsealed, unlabeled, or otherwise incomplete Proposals may be rejected. Respondents are not permitted to deliver Proposals to any County Department or County Employee other than the Purchasing Division, as provided herein. Any proposals delivered to any County Staff or Department other than the Purchasing Division may be rejected.

Any proposals received after the submission deadline provided herein, shall not be provided to the Evaluation Committee for review, and shall be returned to the sender, unopened.

In order to ensure a uniform review and evaluation process, and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified as follows:

**Section 1: Proposal Cover Page and Cover Letter**

Respondents shall provide the completed Cover Page, provided herein, and a cover letter which is signed by an officer of the firm who is responsible for committing the firm's resources. The cover letter should provide the following:

- Full legal company name, company type and primary point of contact, phone number and e-mail address;
- Physical address and mailing address (if different). Include location address of office to perform services, if different than primary;
- Name and title of principals;
- Brief statement of company history, organization and business philosophy; and
- Such other information as the respondent deems appropriate.

**Delegation of Authority**

If the submitted Proposal is signed by a representative who is not a principal of the firm, Respondent must provide with the submitted proposal, a Letter of Delegation of Authority listing agents of the Respondent authorized to represent, obligate, negotiate, and sign on behalf of the Respondent Firm. The Letter of Delegation of Authority must be on company letterhead, be signed by a principal of the Respondent Firm, and must list the authorized agents' name(s), title(s), and limit(s) of authority.

**Section 2: Company and Staff Qualifications**

Respondents shall provide evidence that the firm has qualified and experienced staff to perform the required services as specified herein. In addition, provide a brief summary of the firm's overall capabilities relative to the scope of services described herein. At a minimum, Respondents must be fully licensed to perform the specified services in the State of Florida and St. Johns County, and provide proof thereof in the submitted proposal.

**A. Licenses/Certifications**

Respondents shall provide copies of all relevant licenses and certifications.

**B. Claims, Liens, Litigation History**

Respondents shall provide a list of all claims, liens and/or litigation history for the past seven (7) years by completing and submitting **Attachment “E”**. Respondents are responsible for providing any and all details relative to any and all claims, liens, and litigations brought against the Respondent within the timeframe specified.

**C. Company & Team Organization**

Respondents shall submit Company and Project Team Organizational Charts reflecting the Respondent Firm as well as the proposed Project Team who will perform services if awarded.

**D. Personnel Qualifications – Key Personnel**

Respondents shall submit any and all documentation to demonstrate the qualifications of the Key Personnel proposed to perform services if awarded. Documentation shall provide relevant qualifications, time with firm, relevant project experience, education, and professional certifications and contributions (**Maximum page per person: 1; on 8.5” x 11”**)

If Respondents are proposing to utilize any sub-consultants or sub-contractors to perform any aspect of the specified services, Respondents shall include any and all documentation and information to demonstrate the qualifications of the proposed sub-consultants and sub-contractors in this section.

**Section 3: Pricing**

Respondent shall submit their proposed hourly rate and not to exceed amount for performance of the required services as specified herein. The actual amount paid to the Consultant shall be determined by the negotiated hourly rate and not-to-exceed amount, which shall be stipulated in the awarded Contract.

Vendor	Proposed Hourly Rate	Percentage	By	Weight	Equals	Weighted Score***
A	150.00	100.0	X	20	=	20
B	175.00	85.7*	X	20	=	17.1
C	210.00	71.4**	X	20	=	14.3

\* Vendor B's percentage is  $150 \div 175 = 85.7\%$

\*\* Vendor C's percentage is  $150 \div 210 = 71.4\%$

**Section 4: Past Performance/Related Experience**

Respondents shall provide any prior engagements, a minimum of three (3) with the last five (5) years, in which Respondent performed federal funding relief program oversight or management for a governmental entity. Please indicate any such work done on behalf of Federal, State, City or local agencies where the Respondent demonstrated an expert level understanding in working with federal funding relief programs/grants.

Respondent shall provide the following information, at a minimum for each of the three (3) reference contracts:

- Name of owner/agency
- Owner reference contact information
- Description of the project showing relevance to this Project
- Role of Respondent and activities performed
- Contract value

- Year started and year completed
- Provide Deliverables and Schedule Adherence

### **Section 5: Approach and Methodology**

Respondents shall provide a written narrative regarding the firm's approach to successfully performing and completing the specified services provided herein. At a minimum, the narrative must address the following:

1. Estimated timeline from kick-off through program completion.
2. Detailed work plan – approach, means, and methods to successfully complete the required services;
3. Communication plans – periodic progress reports, final reports, and presentations to the County;
4. Managing Schedule – detailed strategy to meet or expedite schedule
5. Discuss management approach and how it will lead to successful completion of the services, within the funding budget and schedule constraints; inclusive of planning, execution, monitoring, and control.

Respondents are encouraged to think outside of normal processes and procedures for completing the required services, at lower cost and with expediency, for the County.

### **Section 6: Socioeconomic Business Enterprise**

The County encourages participation by firms who are MBE/WBE/DBE business enterprises. Provide current copy of certificate of MBE/WBE/DBE (if applicable).

Respondents will receive the maximum score of five (5) if they provide a current and valid MBE/WBE/DBE certification and a score of zero (0) points if they do not have any certification(s).

### **Section 7: Administrative Information**

Respondents must include the following:

- Insurance Certificate reflecting all required coverages
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Drug Free Workplace Form (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Claims/Liens/Litigation History (Complete and Submit)
- Equal Opportunity Report Statement (Complete and Submit)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions (Complete and Submit)
- Certification Regarding Lobbying (Complete and Submit)
- Non-Collusion Certification (Complete and Submit)
- MBE/WBE/DBE Certificate (If Applicable)
- Acknowledged all Addenda

## **PART IV: EVALUATION AND AWARD**

### **A. DETERMINATION OF RESPONSIVENESS**

The County shall review all submitted Proposals and determine whether or not the Proposal is materially responsive to the requirements as provided herein. Any proposal that is not materially



responsive to the requirements of this RFP may be determined non-responsive, and removed from further consideration. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

**B. EVALUATION OF PROPOSALS**

All properly submitted, responsive Proposals will be reviewed and scored by an Evaluation Committee of no less than three (3) representatives. Evaluators shall review and score the submitted, responsive Proposals individually, with no interaction or communication with any other individual. Evaluators' scores shall be announced at the public Evaluation Meeting.

County Staff may consider any available evidence regarding a Respondent's financial, technical, qualifications and other abilities and conditions, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

**C. EVALUATION CRITERIA**

The Evaluation Committee will evaluate and score proposals from highest to lowest based upon the specific evaluation criteria and point scores listed below.

<u>Evaluation Criteria:</u>	<u>Maximum Points per Evaluator:</u>
1. Company and Staff Qualifications	25
2. Pricing	20
3. Past Performance/Related Experience	25
4. Approach and Methodology	25
5. Socioeconomic Business Enterprise	<u>5</u>
<b>Total Points Possible:</b>	<b>100</b>

Pricing and Socioeconomic Business Enterprise shall be reviewed and scored by the SJC Purchasing Division in order to ensure consistency in the scoring for these criteria.

**D. RECOMMENDATION FOR AWARD**

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm as determined by the evaluation committee, with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

The number one ranked firm will be submitted to the St. Johns County Board of County Commissioners for approval to enter into negotiations, and upon successful negotiations, award and execution of a contract. In the event that negotiations are unsuccessful and an agreement cannot be reached with the top ranked firm, staff will cease negotiations, and begin negotiations with the second ranked firm. This process will continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm would not be in the best interest of the County.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposal

packages, waive minor formalities or award to/negotiate with the firm whose proposal package best serves the interest of the County.

**E. PROTEST PROCEDURES**

Any Respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposal, shall file, with the SJC Purchasing Department a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The full protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All terms and conditions of the County's Purchasing Manual are incorporated into this Request for Proposal by reference, and are fully binding.



## **PART V: CONTRACT REQUIREMENTS**

### **A. CONTRACT AGREEMENT & TERM**

The intent of this RFP is to select the number one ranked firm through the evaluation process and upon successful negotiations, to award a contract to that firm. It is anticipated that the County will issue a contract for a term that coincides with the duration of the American Rescue Plan Act program, with the availability to extend should the program be extended and the need for services still exist. The County reserves the right to extend the term of the awarded agreements, as necessary, to have complete the required services.

It is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract by the County. It is anticipated that subsequent to the Board's preference/selection of any proposal, negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a contract has been executed by both the County and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected respondent's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

### **B. CONTRACT PERFORMANCE**

At any point in time during the term of the Contract with the awarded Firm, County Staff may review records of performance to ensure that the Firm is continuing to provide sufficient financial support, equipment, quality of workmanship, and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Firm no longer possesses the financial support, equipment, quality of workmanship, and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

### **C. TERMINATION**

Failure on the part of the Firm to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Firm fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Firm shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving thirty (30) consecutive calendar days written notice to the Firm.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon sixty (60) days written notice to the Firm.

### **D. GOVERNING LAWS & REGULATIONS**

It shall be the responsibility of the Firm to perform all work in accordance with 2 CFR 200 requirements, any and all American Rescue Plan Act program requirements, and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the specified services under the awarded Contract. The Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and to performance.

### **E. LICENSES, PERMITS & FEES**

The Firm shall be responsible for obtaining and holding any and all necessary licenses, permits,

certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Firm.

#### **F. INSURANCE REQUIREMENTS**

The Consultant shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Consultant shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Consultant shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02. In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

#### **G. INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub-consultant, or anyone directly or indirectly employed by them or



anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**In claims against any person or entity indemnified under this Paragraph by an employee of the Firm, a Sub-consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Firm or a Sub-Consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.**

#### **H. SUB-CONTRACTORS**

If an awarded firm elects to sub-contract any portion of the work, the Consultant shall be responsible for all work performed by any sub-contractor or sub-consultant and shall not be relieved of any obligations under this Contract.

At any time, the County may, at its discretion, require the Consultant to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of proposed sub-contractors and/or sub-consultants to furnish and perform the work proposed.

Prior to the award of a Contract, the County will notify any awarded firm(s) in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contractor or sub-consultant. The Firm then may, at his option, withdraw his Proposal, or submit an acceptable substitute at no increase in price. If the Firm fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Firm, at no cost to the County.

The County reserves the right to disqualify any Firm, Sub-Contractor, Sub-Consultant, Vendor, or material supplier due to previously documented project problems, either with performance or quality. Sub-Contractors, Sub-Consultants and other persons and organizations proposed by the awarded firm and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County. In addition, the Consultant is required to disclose in writing the addition of any subcontracts added after execution of the Contract.

#### **I. SOCIOECONOMIC BUSINESS ENTERPRISE**

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in federally assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federally assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federally assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federally assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the firm is not a DBE/MBE/WBE firm the firm entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Sub-consultants **OR**
2. If unable to utilize DBE/MBE/WBE certified sub-consultants, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-consultants.

State of Florida resources: Career Source - <http://www.careersourcenortheastflorida.com/>

#### **J. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

As a condition precedent to entering into the awarded Agreement, and in accordance with section 448.095, F.S., Consultant and its sub-consultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

Consultant shall require each of its sub-consultants to provide Consultant with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the awarded Agreement.

The County, Consultant, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

The County, upon good faith belief that a sub-consultant knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the sub-consultant.

The County and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

Consultant acknowledges that, in the event that the County terminates the awarded Agreement for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

Consultant shall incorporate in all subcontracts made pursuant to the awarded Agreement the provisions contained herein regarding employment eligibility.

#### **K. FORCE MAJEURE**

If awarded under this RFP, the awarded firm pledges to satisfactorily complete the required services as specified herein, and as negotiated, barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the awarded firm.

#### **L. PUBLIC RECORDS**

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.



2. In accordance with Florida law, to the extent that Consultant's performance under this Contract constitutes an act on behalf of the County, Consultant shall comply with all requirements of Florida's public records law. Specifically, if Consultant is expressly authorized, and acts on behalf of the County under this Agreement, Consultant shall:
  - I. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - II. 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - III. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and
  - IV. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.

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

Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

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

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
[publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**PART VI: FORMS & ATTACHMENTS**

**RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT**

**PROPOSAL COVER PAGE**

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT ELECTRONIC PDF COPY  
ON A USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:**

PURCHASING DIVISION  
ST. JOHNS COUNTY, FL  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084

**DATE:** \_\_\_\_\_

**FULL LEGAL COMPANY NAME:** \_\_\_\_\_

**CONTACT NAME & TITLE:** \_\_\_\_\_

**CONTACT PHONE NUMBER:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_

RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

ATTACHMENT A

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the Proposals are submitted, the Respondent shall attach to his RFP this sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the Request for Proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached Request for Proposal for the services covered by the RFP documents for **RFP No: 22-09; American Rescue Plan Act Program Oversight.**

The affiant further states that no more than one Request for Proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's RFP on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Respondent Firm)

\_\_\_\_\_  
(Signature – Authorized Representative)

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_



RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

ATTACHMENT B

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF **{Respondent}** \_\_\_\_\_,  
being of lawful age and being duly sworn I, **{Affiant}** \_\_\_\_\_, as  
**{Position/Title}** \_\_\_\_\_ (ex. CEO, officer, president, duly authorized  
representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_  
\_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to  
me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

ATTACHMENT C

St. Johns County Board of County Commissioners  
Drug-Free Workplace Form

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Proposal to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT**

**ATTACHMENT D**

**Conflict of Interest Disclosure Form**

Project (RFP) Number/Description: **22-09 American Rescue Plan Act Program Oversight**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/consultant's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Consultants are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Consultants, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultants/consultants professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s):  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

ATTACHMENT E

CLAIMS/LIENS/LITIGATION HISTORY

Respondents must provide accurate and factual information related to the questions provided below. Failure to appropriately disclose the information requested, including any and all explanations and/or details related to the answers provided may result in a Respondent being removed from further consideration under this RFP. Respondents may attach additional pages and/or documents as necessary to provide information as required.

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a contract dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include: Description of every action; Captions of the Litigation or Arbitration; Amount at issue: \_\_\_\_\_; Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_  
Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

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

5. Have you ever abandoned a contract, been terminated for cause? Yes \_\_\_\_\_ No \_\_\_\_\_ if yes, please explain in detail:

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

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ if no, please explain why? \_\_\_\_\_

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

7. List the status of all pending claims currently filed against your company:

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**Financial Consequences**

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain each instance in detail: \_\_\_\_\_

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## RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

### ATTACHMENT F

#### EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Consultant shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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, 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which he 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant 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 Consultant 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 Consultant'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 Consultant 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 as 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 Consultant 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 sub-Consultant or vendor. The Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT**

**ATTACHMENT G**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions**

The Respondent certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any sub-consultant, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP, and shall not enter into any transaction with any sub-Consultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT**

**ATTACHMENT H**

**BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Consultant] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT**

**ATTACHMENT I**

**NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from this Request for Proposal issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF FIRM/PARTNERSHIP/CORPORATION:

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



RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

ATTACHMENT J

E-VERIFY AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (hereinafter "Affiant"), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Consultant") hereby swears or affirms as follows:

1. Consultant understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. \_\_\_\_\_ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant further understands and agrees that in the event of such termination, Consultant shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Consultant

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by {insert name and title of Affiant}, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT**

**ATTACHMENT K**

Respondents must submit proof of insurance coverages in the amount(s) stated herein, or a letter from an insurance provider attesting to the Respondent's ability to obtain coverages in the amount(s) stated herein upon award.

Failure to provide proof of insurance or proof of the ability to obtain required coverage may result in Respondent being deemed non-responsive and therefore removed from consideration.

**CERTIFICATE(S) OF INSURANCE**  
**(Attach or insert copy here)**


RFP NO: 22-09; AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT

OPTIONAL PROPOSAL CHECKLIST

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
1	Proposal Cover Page & Cover Letter		
2	Company and Staff Qualifications		
	Attachment E - Claims/Liens/Litigation History		
3	Pricing		
4	Past Performance/Related Experience		
5	Approach and Methodology		
6	Socioeconomic Business Enterprise		
7	Administrative Information (include the following):		
8	Attachment A - RFP Affidavit		
	Attachment B - RFP Affidavit of Solvency		
	Attachment C - Drug Free Workplace Form		
	Attachment D - Conflict of Interest Disclosure Form		
	Attachment E - Equal Opportunity Report Statement		
	Attachment F - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions		
	Attachment G - Certification Regarding Lobbying		
	Attachment H - Non-Collusion Certification		
	Attachment I - E-Verify Affidavit		
	Attachment J - Proof of Insurance with Limits		
	Acknowledged Addenda		

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed RFP"**

<b>SEALED RFP • DO NOT OPEN</b>	
RFP NO:	<b>RFP NO 22-09</b>
RFP Title:	<b>AMERICAN RESCUE PLAN ACT PROGRAM OVERSIGHT</b>
Submittal Deadline:	<b>By 4:00 P.M. – September 30, 2021</b>
Respondent:	
	Full Legal Company Name
	Company Address
	City/State/Zip
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St. Augustine FL 32084



**END OF DOCUMENT**



This document is now complete.

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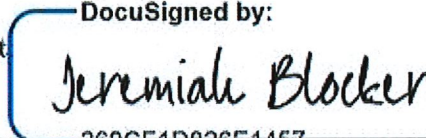
OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: St. Johns County Board of County Commissioners 500 San Sebastian View Saint Augustine, Florida, 32084	DUNS Number: 073236739 Taxpayer Identification Number: 596000825 Assistance Listing Number: 21.027
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Sections 602(b)(2) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

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

DocuSigned by:  
 Recipient   
 \_\_\_\_\_  
 269CF1D826E1457...

Authorized Representative: Jeremiah Blocker

Title: Chair, St. Johns County Board of County Commission

Date signed: 7/30/2021

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:

Title:

Date:



**U.S. DEPARTMENT OF THE TREASURY**  
**CORONAVIRUS STATE FISCAL RECOVERY FUND**  
**AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

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

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

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

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

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

#### 15. Disclaimer.

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

#### 16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the St. Johns County Board of County Commissioners (hereinafter referred to as “the Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient’s programs, services and activities, so long as any portion of the recipient’s program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient’s successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI..
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official:

**PAPERWORK REDUCTION ACT NOTICE**

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