# **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is entered into by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Anser Advisory Consulting, LLC, located at 1500 Mahan Drive, Suite 250, Tallahassee, FL 32308, hereinafter referred to as the "Consultant".

WHEREAS, the County desires to obtain professional services for Administration Services for State Housing Initiatives Partnership (SHIP) Program. Said services are more fully described in the County's Request for Proposal ("RFP"), attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the County desires to obtain certain professional services as described in Exhibit "A", and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, all terms and conditions of the County's RFP, numbered NC23-062 RFP, and the Consultant's Proposal are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Consultant's Proposal is attached hereto as Exhibit "B" and made a part of; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibits "A" and "B", and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant's assurance that it has the qualifications, experience, staff and resources, the County has

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determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit "A" and "B".

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

# **SECTION 1. Recitals.**

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

# **SECTION 2. Exhibits.**

**2.1** The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

**Exhibit A** COUNTY'S REQUEST FOR PROPOSAL NC23-062-RFP ("RFP"), AS MODIFIED BY ANY ADENDA;

Exhibit B VENDOR'S PROPOSAL FOR PROGRAM STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ADMINISTRATIVE SERVICES BUT ONLY TO THE EXTENT RESPONSIVE TO THE COUNTY'S REQUEST FOR PROPOSAL NC23-062-RFP;

# **SECTION 3. Employment of the Consultant.**

**3.1** The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit "A" and "B".

#### **SECTION 4. Scope of Services.**

- **4.1** The Consultant shall provide professional services in accordance with Exhibit "A" and "B".
- 4.2 Services requested by the County or the County's representative that are not set forth in Exhibit "A" and "B" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

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# **SECTION 5.** The County's Responsibility.

**5.1** The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

**5.2** The County hereby designates the Assistant County Manager, or designee, to act on the County's behalf under this Contract. The Assistant County Manager, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

#### **SECTION 6. Term of Contract and Option to Extend or Renew.**

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate upon completion of a three-year term. The term of this Contract may be extended for two additional one (1) year periods, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

**6.2**. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

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# **SECTION 7. Compensation.**

- 7.1 The Consultant shall be compensated per hourly rates in accordance with Exhibit"B". Total costs shall not exceed the allowable administrative budget for the SHIP program,
- Budget, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.
- 7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.
- 7.4 <u>Final Invoice</u>: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

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# **SECTION 8. Standard of Care.**

**8.1** The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

## **SECTION 9. Equal Opportunity Employment.**

**9.1** In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

# **SECTION 10. Access to Premises.**

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

# **SECTION 11. Funding.**

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

#### **SECTION 12.** Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

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# SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

#### SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

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**14.2** The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

#### **SECTION 15. Modifications.**

**15.1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

# **SECTION 16. Assignment and Subcontracting.**

**16.1** The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the

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Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

# **SECTION 17. Severability.**

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

#### **SECTION 18. Termination for Default.**

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

#### **SECTION 19. Termination for Convenience.**

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the

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termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

## **SECTION 20. Nondisclosure of Proprietary Information.**

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

# **SECTION 21. Contingent Fees.**

21.1 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 Contract 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 Contract.

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#### **SECTION 22. Ownership of Documents.**

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22.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

#### **SECTION 23. Force Majeure.**

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The

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County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

# **SECTION 24. Access And Audits of Records.**

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

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# **SECTION 25. Independent Consultant Status.**

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

## **SECTION 26. Indemnification.**

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

# **SECTION 27. Insurance.**

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or

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comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

# **SECTION 28. Dispute Resolution Process.**

**28.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written

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response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

# **SECTION 29. E-Verify.**

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the

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Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)©, Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

#### **SECTION 30. Public Records.**

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

a. Keep and maintain public records required by the County to perform the service.

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- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, 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 the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- **30.2** A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

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**30.3** If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

**30.5** If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and

b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

**30.6** A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

**30.7** If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

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31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

# **SECTION 32. Public Entity Crimes.**

**32.1** In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

#### **SECTION 33. Anti-Discrimination.**

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

#### **SECTION 34. Advertising.**

**34.1** The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract

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or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

## **SECTION 35. Notices.**

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County:

Nassau County

Attn: Marshall Eyerman, Assistant County Manager

96135 Nassau Place

Yulee, Florida 32097

Consultant:

Anser Advisory Consulting, LLC

Attn: Joseph Sheets

1500 Mahan Dr, Suite 250

Tallahassee, FL 32308

# **SECTION 36. Attorney's Fees.**

**36.1** Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

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# **SECTION 37. Authority to Bind.**

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

# SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

- **38.1** In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.
- **38.2** All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.
- **38.3** The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.
- 38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

#### **SECTION 39. Construction of Contract.**

**39.1** The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

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# **SECTION 40. Headings.**

**40.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

#### **SECTION 41. Entire Agreement and Execution.**

**41.1** This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

**41.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

#### **SECTION 42. Change of Laws.**

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

**IN WITNESS WHEREOF**, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

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**BOARD OF COUNTY COMMISSIONERS** 

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Attest as to authenticity of the

Approved as to form and legality by the

1/26/2024

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Chair's signature:

JOHN A, CRAWFORD Its: Ex-Officio Clerk

Nassau County Attorney

Denise C. May

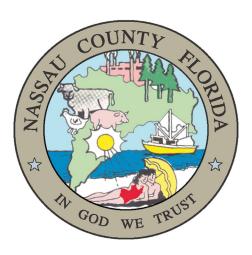
DENISE C. MAY

Contract Tracking No. CM 3611	-
NASSAU COUNTY, FLORIDA	
(AMI/I/A)	
Day John F. Marin	
By: / John F Martin Its: / Chairman	
Date: 2-12-24	
ANSER ADVISORY CONSULTING, LLC	
ar	
By: Robert Sheets	
Its: <u>Executive Vice President</u>	
Date:1/24/2024	

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# NASSAU COUNTY FLORIDA



# REQUEST FOR PROPOSAL (RFP) STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM ADMINISTRATION SERVICES

**RFP NO. NC23-062** 

PROPOSALS ARE DUE NOT LATER THAN

December 6, 2023 at 10:00 A.M.

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#### **SECTION 1: GENERAL INFORMATION**

# 1.1 INTRODUCTION:

Nassau County (hereinafter referred to as the "County") is seeking proposals from qualified firms to provide STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM ADMINISTRATION SERVICES in accordance with scope of services contained in this Request for Proposal (RFP).

# 1.2 PROCURMENT METHOD:

This procurement is being conducted in accordance with all applicable provisions of the County Code of Ordinances. The specific method of source selection for the services required in this RFP is Code Section 1-141, Competitive Purchasing Methods.

# 1.3 COMPETITIVE PROCESS:

Any vendor that meets the requirements specified in this Request for Proposal may participate in the competitive process.

#### 1.4 PROPOSAL DOCUMENTS:

This document and subsequent addendums, if any, can be downloaded from PlanetBids, through the Nassau County Procurement webpage <a href="https://www.nassaucountyfl.com/280/Procurement-Contracts-Management">https://www.nassaucountyfl.com/280/Procurement-Contracts-Management</a> under current bid opportunities.

# 1.5 PERIOD OF PERFORMANCE:

The term of the agreement, if awarded, shall be for a three year term with options to renew for two additional one-year terms.

# 1.6 **PUBLIC ENTITY CRIMES:**

A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contactor, supplier, subcontractor, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

# 1.7 **CONFLICT OF INTEREST:**

The Firm, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this agreement and that he or she has not paid or agreed to pay

any person, company, corporation, individual, or Firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

# 1.8 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:

Vendor is hereby notified that pursuant to Section 287.05701, Florida Statutes, the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

#### **SECTION 2: SCOPE OF SERVICES**

# 2.1 SCOPE OF SERVICES:

Firm shall provide all Services (and Items incidental thereto) set forth in compliance with Exhibit "A" Scope of Services.

#### **SECTION 3: INSTRUCTIONS RESPONDENTS**

#### 3.1 RFP SCHEDULE OF EVENTS:

Listed below are the dates and times by which stated actions will be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are eastern standard times.

Event	Date	Time
RFP Available on PlanetBids	November 3, 2023	
Deadline for Questions	November 15, 2023	by 4:00 p.m.
County Responses to Questions Posted to PlanetBids	November 22, 2023	
RFP Responses Due Date/Time and RFP Opening Date/Time	December 6, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of December 18, 2023	TBD
BOCC Award/Approval	TBD	TBD

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

#### 3.2 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

Proposals must be submitted to the County's eProcurement system, <u>PlanetBids Vendor Portal</u>. The County will not accept proposals by facsimile, paper (hand-carry), email, or

any other method. Proposals must be received no later than the date and time specified in Section 3.1.

- 3.3. Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on date and time specified in Section 3.1. By submitting a response, Firm represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the County's objectives, as described under Scope of Services and Firm is prepared to comply with all statutes and regulations applicable to the services to be performed.
  - Nassau County reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposals.
  - Nassau County reserves the right to amend, withdraw or cancel this RFP at any time without prior notice and it makes no representations that any contract will be awarded to any Firm responding to this RFP.
  - Nassau County reserves the right at its sole discretion to modify this RFP should Nassau County deem that it is in the best interests to do so.
  - Proposals received by Nassau County are public information and will be made available to any person upon request, after the entire proposal evaluation process has been completed. Submitted proposals are not to be copyrighted.

# 3.4 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

The following person has been designated the Point of Contact for this RFP:

Lanaee Gilmore, Procurement Director Procurement Department Nassau County 96135 Nassau Place, Suite 2 Yulee, FL 32097 Ph: 904-530-6043

Respondents to this RFP, or persons acting on their behalf shall not contact any employee or officer of the County concerning any aspect of this RFP, except in writing to the authorized County Point of Contact identified in this section, between the time RFP is released and the end of the 72-hour period (excluding Saturdays, Sundays, and County holidays) following the County's posting of notice of recommendation of award. Violation of this provision may be grounds for rejecting a response.

#### 3.5 QUESTIONS/CLARIFICATIONS:

Any ambiguity, conflict, discrepancy, omissions, or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to **NASSAU COUNTY'S EPROCUREMENT SYSTEM**, **PLANETBIDS VENDOR PORTAL** by the question deadline identified in Section 3.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP opening date. Respondents should not rely on any representations, statements, or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment form attached hereto as Form "A."

# 3.6 VERBAL INSTRUCTIONS:

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any County officer or employee. Only those written communications that are issued from the County's Procurement Department shall be considered as duly authorized expressions on behalf of the County.

ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITED TO THE NASSAU COUNTY'S EPROCUREMENT SYSTEM, <u>PLANETBIDS VENDOR PORTAL</u>.

- **3.7 PRE-PROPOSAL MEETING:** Not Applicable to this RFP.
- **PROPOSALS AND PRESENTATION COST:** The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.
- 3.9 <u>INSURANCE REQUIREMENTS:</u> Respondents to this RFP shall submit proof of Commercial General Liability, Commercial Auto Liability, Professional Liability, and Worker's Compensation insurance coverage that meets or exceeds the insurance requirement listed in Exhibit "C."

Proof of Insurance must be in the form of a certificate of insurance or a copy of policy declarations page.

**3.10** PROPOSALS AND PRESENTATION COST: The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.

#### **SECTION 4: PROPOSAL CONTENT**

**RESPONSE FORMAT:** To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

#### TAB 1 – Cover Letter

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of the firm that can legally bind the company and provide, his/her title, address, phone number, and email address. Provide a positive commitment to perform the required scope of services. Respondent should also provide the primary contact person for this solicitation including his/her title, phone number, and email address. A table of contents should follow the cover letter.

## **TAB 2 – Table of Contents**

Include a clear identification of the material included in the proposal by page number.

## TAB 3 – Knowledge and Qualifications

Respondents should include:

- a brief description of your firm's organization, structure, and philosophy.
- Firm's years of experience.
- Knowledge of and compliance with applicable federal, state and local laws pertaining to this solicitation.

#### **TAB 4 – Proposed Planners**

- Indicate the proposed Staff for this RFP.
- Include resumes for all Staff that identify pertinent experience and expertise relevant to this RFP.

# TAB 5 - Delivery and Approach

- Describe the delivery plan including the communication plan, how services will be managed.
- Include any innovative approaches to providing the described services.

#### TAB 6 – References

Provide a list of references for which similar services has been performed shall be included and the list shall include all similar contracts performed by the Respondent within the past five years. References should include the following information:

- Client name, address AND phone, numbers, and e-mail addresses;
- Description of all services provided;
- Performance period; and
- Total contract value.

The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

#### TAB 7 - Technology

Respondents should use this section to list any innovative strategies and creative processes that is used as a tool for successful service outcomes.

#### TAB 8 – Cost

Provide hourly rate for staff using Exhibit "B" attached. Hourly rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, etc.).

## **TAB 9 – Attachments/Administrative Information**

All Attachment/Forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Firm. Respondent shall submit all information in the above order. Failure to do so may diminish your score.

#### **SECTION 5: PROPOSAL EVALUATION AND SELECTION CRITIERA**

**PROPOSAL EVALUATION:** The County will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The County will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the County.

The County reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the County shall be final.** 

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

- **EVALUATION/SELECTION COMMITTEE:** The Procurement Director will facilitate the evaluation process. The evaluation/selection committee will be responsible for evaluating and ranking each Firm based upon the proposal submitted.
- 5.3 The Evaluation/Selection Committee shall evaluate the responses to the RFP and rank the Firm's based on the evaluation criteria contained herein.
- **5.4 EVALUATION CRITERIA:** A 100-point formula scoring system will be utilized based upon the following criteria:

Evaluation Factor	Maximum Points
Understanding the RFP Scope of Services	25
Knowledge and Qualifications of Firm and Proposed Staff	25
Experience of Firm and Staff, References	35
Cost	15

- 5.5 The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.
- 5.6 If the County requests oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the presentation date.

#### **SECTION 6. CONTRACT PROCEDURES**

# **6.1 PRESENTATION TO THE BOARD:**

The County shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to award a contract with the top-ranked firm.

#### SECTION 7. STANDARD CONTRACT TERMS FOR SERVICES

The contract that the County intends to use for award is attached as Attachment "I". The successful Firm will be required to enter into an agreement which will include the requirements of this RFP as well as the terms and conditions of the draft contract, Attachment "I". Any exceptions to the standard terms and conditions must be stated in the proposal. Any submission of a proposal without objection to the standard terms and conditions indicates understanding and intention to comply with the standard terms and conditions. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The County reserves the right to reject any proposal(s) containing exceptions or modifications to the standard terms and conditions. The County may revise the stated standard terms and conditions prior to execution.

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# EXHIBIT "A" Scope of Services

The selected firm(s) will provide STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM ADMINISTRATION SERVICES for the Office of management & Budget under the direction of the County Manager. The firm will have the capacity to provide professional staff to work remotely and assist with in-person events or meetings as needed.

Nassau County utilizes the State Housing Initiatives Partnership (SHIP) funds to administer and provide down payment, closing costs, emergency repairs, rehabilitation assistance, and other eligible uses for qualified individuals and families. The SHIP program is a state-provided grant to assist residents of Nassau County in obtaining affordable housing. Affordable housing is defined by statute as monthly mortgage payments, including taxes and insurance that does not exceed thirty percent (30%) of the median adjusted gross income for the County. SHIP funds are available only to households that qualify according to state-established guidelines for very low, low and moderate income levels. The objective of the Nassau County SHIP program is to meet the housing needs of very-low, low and moderate income households, to expand production of and preserve affordable housing.

Provision of Program Administration Services shall include but is not limited to:

- Design, Streamline and manage the application process for eligible applicants
- Resolve any public inquiries with regards to available funding eligibility criteria
- Process applications and determine eligibility of applicants in accordance with SHIP guidelines
- Establish and maintain the appropriate files in accordance with SHIP guidelines
- Work with lenders, realtors, and other funders to facilitate homebuyer closings
- Review all documentation to ensure that there are no over-statements of fees or closing terms.
- Issue the appropriate notices and correspondences to applicants at various increments within the transactional process
- Work with the Office of Management & Budget to coordinate the disbursement of funds for closing
- Prepare the appropriate real estate documents (mortgage, note and/or restrictive covenants) to secure the County's portion of the financial transaction
- Ensure that homebuyers take any appropriate homebuyer education course as required
- Work with lenders to secure the closing documents that should be made part of the homebuyers' files
- Assist the contractors and homeowners with executing the necessary program documents to secure interest in the property and rehabilitation work
- Conduct pre-construction bid process
- Conduct an inspection of the property to determine the extent of the rehabilitation
- Draft work write-ups and construction bid packages
- Manage the contractor bid process
- Conduct periodic progress inspections of the rehabilitation work being done
- Process any requests for payments and draw downs
- Provide written inspection report to the homeowners and the contractor
- Conduct Advisory Committee Meetings, if required
- Review leveraging opportunities/Other possible sources of financing
- Gather all relevant local data and support documentation
- Representation during site visits and monitorings
- Maintain project account records

- Develop and track budget for project Contract
- Oversight of project schedule and compliance
- Coordination with agencies and contracts, as necessary
- Oversight of citizen complaint process
- Develop and process amendments to the Local Housing Assistance Plan (LHAP), as needed
- Review Change Orders and Amendments for compliance, as needed
- Monitor all project activity to ensure compliance
- Provide all other necessary technical assistance
- Review Pay Request and construction documents
- Balance final project budget for State Annual Reporting
- Prepare documents for administrative/financial close out
- Prepare public notices of funding availability and procurement opportunities as needed
- Prepare agenda items and disbursement requests, as needed
- Conduct all monitoring, reporting, and auditing requirements for state agencies
- Be available to County OMB staff for oversight and review of the firm's activities/functions.

# **EXHIBIT "B"**PRICE SHEET

Firm shall provide STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM ADMINISTRATION SERVICES in accordance with Exhibit A, Scope of Services at the hourly rate below. Hourly rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, etc.). Total cost shall not exceed the allowable administration budget allowed for the SHIP program.

DESCRIPTION	TOTAL
Sr. Project Manager	\$ /hourly
Project Manager	\$ /hourly
Grant Manager	\$ /hourly
Asst. Project Manager	\$ /hourly
Other:	\$ /hourly
Other:	\$ /hourly
Other:	\$ /hourly

The undersigned declares that they have examined the Request for Proposal including documents attached, and the Scope of Services and is informed fully with regard to all terms and conditions pertaining thereto and agrees to provide services accordingly at the hourly rate set forth above.

Company:		
Address:		
City, State, Zip code:		
Phone Number:		
Authorized Signature:		
Title:	Date:	

# GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

# COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit \$1,000,000
Personal & Advertising Injury Limit \$1,000,000
Products & Completed Operations Aggregate Limit \$2,000,000
General Aggregate Limit (other than Products &

Completed Operations) Applies Per Project \$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

# WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident\$500,000 Each AccidentBodily Injury By Disease\$500,000 Policy LimitBodily Injury By Disease\$500,000 Each Employee

# **AUTOMOBILE LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident \$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

#### PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate – \$1,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must

<sup>\*</sup>If leased employees are used, policy must include an Alternate Employer's Endorsement

respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

#### Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.
  - > Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).
  - CGL policy for construction related contracts
    - Additional Insured Endorsement must include Ongoing and Completed
    - CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition
    - CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract
- Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.
- Provision that policies, except Workers' Compensation, are primary and noncontributory.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

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### **ATTACHMENT I**

Contract Tracking No. CM\_\_\_\_\_

### CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the Board of County
Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter
referred to as the "County", and, located at
, hereinafter referred to as the
"Consultant".
WHEREAS, the County desires to obtain professional services for
Said services are more fully described in
the, attached hereto and incorporated herein as
Exhibit "A"; and
WHEREAS, the Consultant desires to render certain professional services as described
in Exhibit "A", and has the qualifications, experience, staff and resources to perform those
professional services; and
WHEREAS, the County, through a competitive selection process conducted in
accordance with the requirements of law and County policy, and based upon the Consultant's
assurance that it has the qualifications, experience, staff and resources, the County has
determined that it would be in the best interest of Nassau County to award a contract to the
Consultant for the rendering of those services described in Exhibit "A".
NOW THEREFORE, in consideration of the mutual covenants and agreements
hereinafter contained, the parties hereto agree as follows:
SECTION 1. Recitals.
1.1 The above recitals are true and correct and are incorporated herein, in their entirety,
by this reference.
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#### **SECTION 2. Exhibits.**

**2.1** The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

**Exhibit A** VENDOR'S SCOPE OF PROFESSIONAL SERVICES

**Exhibit B** INSURANCE DOCUMENTS

#### **SECTION 3. Employment of the Consultant.**

**3.1** The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit "A".

#### **SECTION 4. Scope of Services.**

- **4.1** The Consultant shall provide professional services in accordance with Exhibit "A".
- **4.2** Services requested by the County or the County's representative that are not set forth in Exhibit "A" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

#### **SECTION 5.** The County's Responsibility.

**5.1** The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

<b>5.2</b> The County hereby designates the	, or designee, to act on the
County's behalf under this Contract. The	, or designee, under the
supervision of the County Manager, shall have con	mplete authority to transmit instructions

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receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

#### **SECTION 6. Term of Contract and Option to Extend or Renew.**

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on \_\_\_\_\_\_\_. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

**6.2**. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

#### **SECTION 7. Compensation.**

<b>7.1</b>	The	Consultant	shall	be	compensated	in	an	amount	not	to	exceed
 		_, in accorda	nce wit	h Ex	hibit "A".						

7.2 The Consultant shall prepare and submit to the \_\_\_\_\_\_\_\_, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for

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failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

- 7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.
- 7.4 <u>Final Invoice</u>: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

#### **SECTION 8. Standard of Care.**

**8.1** The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

#### **SECTION 9. Equal Opportunity Employment.**

**9.1** In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

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#### **SECTION 10. Access to Premises.**

**10.1** The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

#### **SECTION 11. Funding.**

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

#### **SECTION 12. Expenses.**

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

#### SECTION 13. Taxes, Liens, Licenses and Permits.

- 13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.
- 13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental

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authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

#### SECTION 14. Governing Law, Venue and Compliance with Laws.

- 14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.
- **14.2** The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

#### **SECTION 15. Modifications.**

**15.1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

#### **SECTION 16. Assignment and Subcontracting.**

- **16.1** The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.
- 16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities

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to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

#### **SECTION 17. Severability.**

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

#### **SECTION 18. Termination for Default.**

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**18.1** If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

**18.2** Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

#### **SECTION 19. Termination for Convenience.**

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

#### **SECTION 20. Nondisclosure of Proprietary Information.**

**20.1** The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's

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performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

#### **SECTION 21. Contingent Fees.**

21.1 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 Contract 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 Contract.

#### **SECTION 22. Ownership of Documents.**

**22.1** The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

#### **SECTION 23. Force Majeure.**

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the

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Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

#### **SECTION 24. Access And Audits of Records.**

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

#### **SECTION 25. Independent Consultant Status.**

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

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#### **SECTION 26. Indemnification.**

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

#### **SECTION 27. Insurance.**

**27.1** The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

#### **SECTION 28. Dispute Resolution Process.**

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**28.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**28.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**28.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

#### **SECTION 29. E-Verify.**

**29.1** The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of

the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

#### **SECTION 30. Public Records.**

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF

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CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090,
RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE
6, YULEE, FLORIDA 32097. Under this Contract, to the extent that the Consultant is
providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the
Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, 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

the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- **30.2** A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- **30.3** If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.
- **30.4** If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.
- **30.5** If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:
  - a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
  - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.
  - 30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's

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custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

**30.7** If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

## SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

#### **SECTION 32. Public Entity Crimes.**

**32.1** In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

#### **SECTION 33. Anti-Discrimination.**

**33.1** The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,

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race, color, national origin, sex, age, physical handicap, or other factors, except where such

factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 34. Advertising.** 

**34.1** The Consultant shall not publicly disseminate any information concerning this

Contract without prior written approval from the County, including but not limited to,

mentioning the Contract in a press release or other promotional material, identifying the County

as a reference, or otherwise linking the Consultant's name and either description of this Contract

or the name of the County in any material published, either in print or electronically, to any

entity that is not a party this Contract, except potential or actual authorized distributors, dealers,

resellers, or service representative.

**SECTION 35. Notices.** 

35.1 All notices, demands, requests for approvals or other communications given by the

parties to another in connection with this Contract shall be in writing, and shall be sent by

registered or certified mail, postage prepaid, return receipt requested, or overnight delivery

service (such as federal express), or courier service or by hand delivery to the office of each

party indicated below:

County:

Nassau County

Attn:

96135 Nassau Place

Yulee, Florida 32097

Consultant:

[Consultant Address]

Attn: [Consultant Contact Person]

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#### [Consultant Address]

#### **SECTION 36.** Attorney's Fees.

**36.1** Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

#### **SECTION 37. Authority to Bind.**

**37.1** The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

# SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

- **38.1** In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.
- **38.2** All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.
- **38.3** The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.
- **38.4** The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed

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upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

#### **SECTION 39. Construction of Contract.**

**39.1** The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

#### **SECTION 40. Headings.**

**40.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

#### **SECTION 41. Entire Agreement and Execution.**

- **41.1** This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.
- **41.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

#### **SECTION 42. Change of Laws.**

**42.1** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this

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Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]



Contract Tracking No. CM	Contract	Tracking	No. CM	
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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below

	BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA
	By: Its: Date:
Attest as to authenticity of the Chair's signature:  JOHN A. CRAWFORD	
Its: Ex-Officio Clerk  Approved as to form and legality by the Nassau County Attorney	
DENISE C. MAY	COMPANY'S NAME
	By:
	Its: Date:

#### **FORM A**

#### NASSAU COUNTY, FL

#### SWORN STATEMENT UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

#### TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for

2.	This sworn statement is submitted by (entity
	submitting sworn statement), whose business address is
	and its Federal Employee Identification Number (FEIN)
	is (If the entity has no FEIN, include the Social Security Number
	of the individual signing this sworn statement:)
3.	My name is (please print name of individual signing),
	and my relationship to the entity named above is
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,
	means a violation of any state or federal law by a person with respect to and directly related to the
	transaction of business with any public entity or with an agency or political subdivision of any other
	state or with the United States, including, but not limited to, any bid or contract for goods or
	services, any leases for real property, or any contract for the construction or repair of a public
	building or public work, to be provided to any public entity or an agency or political subdivision

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

racketeering, conspiracy, or material misrepresentation.

of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion,

- 6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

## NASSAU COUNTY, FL

executives, partners, shareholders, employe	this sworn statement, nor any of its officers, directors, ees, members, or agents who are active in management of we been charged with and convicted of a public entity crime
executives, partners, shareholders, employe	orn statement, or one of more of the officers, directors, ees, members, or agents who are active in management of been charged with and convicted of a public entity crime cate which additional statement applies.)
of Florida, Division of Administrative Hea	cerning the conviction before a hearing officer of the State arings. The final order entered by the Hearing Officer did cted vendor list. (Please attach a copy of the final order.)
proceeding before a hearing officer of the final order entered by the hearing officer person or affiliate from the convicted vendors.	d on the convicted vendor list. There has been a subsequent the State of Florida, Division of Administrative Hearings, r determined that it was in the public interest to remove the r list. (Please attach a copy of the final order.)
any action taken by or pending with the Dep	
	Signature
	Date
State of:	
County of:	
Sworn to (or affirmed) and subscribed before monotarization, this day of who is personally known as identification.	e by means of physical presence or online, 20 by to me or produced
	Notary Public
	My commission expires:

#### **FORM B**

#### **RESPONDENT QUESTIONNAIRE**

The following questionnaire shall be answered by the Respondent for use in the evaluation process.

1.	Company Name:Address:						
	City/State/Zip:						
	Phone:						
	Website Address						
2. COMPANY STRUCTURE:							
	Sole Proprietor Par	tnership	Corporation	on Other_			
3.	Are you registered with the FL Secretary of State to conduct business? Yes $\Box$ No $\Box$						
4. Are you properly licensed/certified by State of Florida to perform the			orm the specified serv	rices?			
	Yes □ No □						
5.	EXPERIENCE:						
	Years in business:						
	Years in business under thi	Years in business under this name:					
	Years performing this type	of work: _					
	Has your company: Failed to complete or defaulted on a contract:Yes No						
	Been involved in bankruptc	y or reorç	ganization: _	Yes	No		
	Pending judgment claims o	r suits ag	gainst firm:	Yes	No		
5.	PERSONNEL  How many employees does List all positions or position ca					ed).	
[	Position/Category (List all)	Full-tin	me		Part-time		
-		_					
		+					
-							
-							
-							
-							

#### 7. REFERENCES:

List at least three references for which you have provided services related to this RFP Scope of Services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:		
Company/Agency Name:		
Contract Person:		
	Email:	
Project Description:		
Contract \$ Amount:		
Reference #2:		
Company/Agency Name:		
Address:		
Contract Person:		
Phone:	Email:	_
Project Description:		
Contract \$ Amount:		
Reference #3:		
Company/Agency Name:		
Address:		
Contract Person:		
Phone:	Email:	_
Project Description:		

#### 8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

#### **Notice to Parties**

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: _	
Attn:	
Mailing Address:	
<b>Binding Authority</b>	
Respondent must provide p	contract must be an officer of the company. If not an officer of the company proof of signing authority. Please provide the name, email address, and phone execute the contract, if awarded.
Name of Person to	execute contract (if awarded):
Title:	
Phone Number:	

The Remainder of this Page Intentionally Left Blank

#### **FORM C**

#### NASSAU COUNTY, FL

#### DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _	
(print or type 1	name of firm)

- 1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of
  maintaining a drug free working environment, and available drug counseling, rehabilitation, and
  employee assistance programs, and the penalties that may be imposed upon employees for drug
  use violations.
- 3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- 4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- 5. Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

### NASSAU COUNTY, FL

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

	Authorized Signature
	Date Signed
State of:	
County of:	
Sworn to (or affirmed) and subscribed before menotarization, this day of who is personally known as identification.	e by means of physical presence or online to me or produced
	Notary Public
	My commission expires:

### FORM D E-VERIFY AFFIDAVIT

# NASSAU COUNTY E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name:	
Bid No./Contract No.:_	

#### **DEFINITIONS:**

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment "A") attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

#### **CONTRACT TERMINATION:**

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

## FORM E - 1 CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that	(Contractor Company Name)
does not employ, contract with, or otherwise in full compliance with Secti	subcontract with an unauthorized alien, and is
All employees hired on or after Januar verified through the E-Verify system.	ry 1, 2021 have had their work authorization status
A true and correct copy of proof of registration in the E-Verify sys	(Contractor Company Name) tem is attached to this Affidavit.
Print Name:Date:	
STATE OF FLORIDA COUNTY OF	
or □online notarization, this	ledged before me by means of □physical presence (Date) by
(Name of Officer of Agent, Title of Officer of Offic	cer or Agent) of wledging), a(State or Place of of the Corporation. He/She is □personally known to as identification.
Notary Public	
Printed Name	
My Commission Expires:	

## FORM E - 2 SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that	(Subcontractor Company Name)
does not employ, contract with, or otherwise in full compliance with Secti	subcontract with an unauthorized alien, and is
All employees hired on or after Januar verified through the E-Verify system.	ry 1, 2021 have had their work authorization status
A true and correct copy of Name) proof of registration in the E-Ve	(Subcontractor Company erify system is attached to this Affidavit.
Print Name:	
STATE OF FLORIDA COUNTY OF	
or □online notarization, this	ledged before me by means of □physical presence (Date) by
(Name of Contractor Company Acknown Incorporation) Corporation, on behalf of the or □has produced	cer or Agent) of wledging), a(State or Place of of the Corporation. He/She is □personally known to as identification.
Notary Public	
Printed Name	
My Commission Expires:	



## Nassau County, Florida

Proposal for Program State Housing Initiatives
Partnership Program Administration Services

## December 6, 2023

Submitted by:
Anser Advisory Consulting, LLC
Robert Sheets, Executive VP
robert.sheets@anseradvisory.com
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206

## TAB 1 - COVER LETTER



December 6, 2023



Marshall Eyerman Nassau County 96135 Nassau Place Yulee, FL 32097

RE: Program State Housing Initiatives Partnership Program Administration Services

Mr. Eyerman

Anser Advisory (Anser) is pleased to submit our proposal to Nassau County, Florida for Program State Housing Initiatives Partnership (SHIP) Program Administration Services. We have brought together a Team of highly experienced and seasoned professionals that bring strategy and management consulting services to clients like Nassau County to best leverage this significant opportunity to affect meaningful short-term outcomes as well as long-term growth. In our response, we have demonstrated our Team's capabilities, capacity, and direct relevant experience to provide meaningful and value-added services to the County in a timely manner.

Since **1996**, Anser has served hundreds of counties and cities, providing advisory and management services in various capacities, giving us a deep understanding of the responsibilities faced by the County's leadership and department teams in delivering projects and programs with limited funding. We also understand the degree of funding shortfalls for cities and other municipalities across the nation, and how critical it is to be able to leverage grant funding to meet the objectives of both the County and the community. We have supported various recovery efforts for public sector clients (American Rescue Plan Act (ARPA), Coronavirus Aid, Relief, and Economic Security Act (CARES), Federal Emergency Management Agency (FEMA), American Reinvestment & Recovery Act, Community Development Block Grant (CDBG), SHIP, Economic Development, and Broadband).

Our approach builds upon the County's progress to date. We will "hit the ground running" and do not require "learning as we go." Over the past decade, our team members have supported various public agencies with successful grant program administration that has yielded multiple successes and financial awards. Our approach to these services will begin by understanding the County's needs and resources and to gain a full understanding of the current program. It will combine the critical aspects of traditional management consulting methodologies, combined with our institutional knowledge of the SHIP program, to perform a full evaluation of the current processes and outcomes, and provide recommendations to help improve program efficiency, mitigate risk, and ensure compliance with all local and state guidelines.

We are currently assisting over thirty (30) local governments in administering similar grant programs, including over twenty (20) in the State of Florida alone, including:

- Jefferson County, Florida
- Madison County, Florida
- Taylor County, Florida
- Wakulla County, Florida
- Highlands County, Florida
- City of Deerfield Beach, Florida
- City of Dania Beach, Florida
- City of North Lauderdale, Florida



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Having successfully delivered grants administration services across disaster relief, grant management, program management, auditing, compliance advisory, and programming for capital and social programs, we are ready to start immediately and positively impact the County's program. We believe the relevant experience in our response aligns with the County's requests. We have overseen and delivered billions of dollars' worth of capital projects and financial compliance services. We understand the imperatives around federal and state compliance to avoid clawback, the nuance of working with public infrastructure and social programs, and how those projects can be best set up for success. We would be proud to serve the County and these critical community investments. In our proposal, we have highlighted a few of our proposed Team's prior accomplishments, including:

- Recommendation and assistance in implementing program enhancements, program staffing needs, or service alternatives.
- Helping hundreds of government executive leaders, policymakers, and managers with improving their respective agency's management, organizational structure, and operations.
- Management of comprehensive stakeholder engagement and communication plans for several billion dollars' worth of capital improvement plans.
- Managing extensive large-scale Federal programs including clients like Will County, IL (\$130+ million ARPA allocation), City of Scranton, PA (\$65+ million ARPA allocation) and the City of Gainesville, FL (\$50+ million ARPA Allocation), City of Everett, MA (\$40+ million), and Town of Randolph, MA (\$20+ million).

At our core, we are a diverse Team comprised of certified accounting professionals (CPAs), attorneys, grant managers, project managers, pre-construction advisors, engineers, architects, and other specialist subject matter experts. We are each individually and collectively experts in supporting public clients, navigating competing interests within project environments, and driving productive efforts towards the strategic goals of and for our clients. This means that evaluation and assessment services delivered by the Team are equally attuned to the needs of the County.

Our extensive knowledge of the SHIP Program, ARPA, Infrastructure Investment and Jobs Act (IIJA), available broadband funding, Community Development Block Grant (CDBG) funding, and other State grant programs allows us to understand that there is plenty of work to be completed to position the County for timely success for existing and future projects. Our ties throughout the State of Florida and other states are strong. Our mission is to provide high-quality services to help the communities we live in to utilize the Federal and State grants to deliver benefits to the community.

We sincerely appreciate your consideration, and we look forward to furthering this initiative with you. Should you have any questions or concerns, please do not hesitate to contact **Robert Sheets at 850-681-3717.** 

Sincerely,

Robert Sheets

**Executive Vice President** 

ME. Shut

1500 Mahan Dr, Suite 250 Tallahassee, FL 32308

Robert.Sheets@anseradvisory.com

850.681.3717

# **TAB 2 - TABLE OF CONTENTS**



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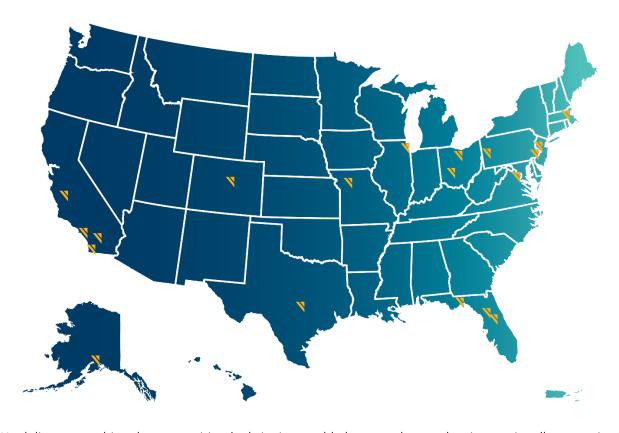
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# TAB 3 – KNOWLEDGE AND QUALIFICATIONS



### **Knowledge and Qualification**

Anser Advisory is a national program management and advisory firm that provides high-quality solutions to our client's challenges. Our services begin with strategic organizational planning and continue by managing each project's execution and compliance. With a diverse client base, our Team is adept at adding value to early program development through creativity and critical thinking. We dive into projects at any development cycle phase, with a crucial focus on driving value and maximizing accountability. We are unconventional as a firm because we believe in honoring old-school traditions while leveraging new-school methods. This is our value proposition to you.



We deliver upon this value proposition by bringing world-class people together in a nationally recognized Great Place to Work™ with the management and technology infrastructure to continually offer clients deep expertise, sector-specific experience, and rapid deployment of project resources. Our business is structured around three main service lines, each of which will be brought together for this assignment, leveraging relevant Anser resources from across the board:

- Advisory: including organizational development, change management, program controls, estimating, alternative delivery, and finance, including public-private partnership expertise, assurance, and auditing.
- **Strategy, Grants, and Compliance**: Pre-award, award, and post-award grant management services inclusive of research, estimating, grant writing, contract review and negotiation, reimbursement requests submissions, reporting, tracking, and monitoring and any audit support as needed, *and*
- **Management**: program and project management, construction manager-agency services, and complete owner's representative roles.



In November 2021, Anser acquired Government Services Group (GSG), a Florida-based company that provides various services, including ARPA Grants management, disaster recovery, grant management, construction management, capital project administration, and program administration. Anser supports its clients with expertise in ARPA, FEMA, and CDBG Disaster Recovery (CDBG-DR) eligibility determination; project management; appeals preparation; grant management; financial recovery; financial and project progress reporting; grant monitoring and compliance; grant closure and audit preparation, defense, and appeals. Anser specializes in management support services in capital program management, water/wastewater utility operations, capital financing, bond issue compliance, contractual performance oversight, financial administration, full-service governmental accounting, utility customer service, billing services, and city and county property services. Anser has delivered value-added Non-Ad Valorem Assessment services to various Florida clients since 1996. We have demonstrated our approach to client services, collaborative process, and desire to exceed your expectations. Our expertise is derived from the project and program managers, management consultants, estimators, schedulers, financial analysts, procurement specialists, grant managers, system configuration specialists, architects, engineers, construction managers, certified professional accountants, and construction auditors who represent the Anser brand.

We are headquartered in Santa Ana California and operate nationally from regional offices in thirteen (13) states with a diverse and talented staff of over 1,200 professionals nationwide. Anser has experienced team members across 3 local Florida offices including Longwood, Ocoee, and Tallahassee. The Ocoee office consists of over seventy (70) professionals and will be the main office to provide the services under the contract. This office will be further supported by professionals throughout the state.

### **Our Experience**

We believe that the combination of our firm-level specific grant experience and the hands-on experience of our personnel allow our Team to develop enhanced solution-based strategies to address the County's diverse governance and stakeholder hurdles. As such, our Team combines and offers the best options, alternatives, and innovative solutions, particularly related to government funding management, project management, grant research, grant proposal development and review, grant management, grant monitoring, reporting, and compliance.

### Florida State Housing Initiatives Partnership (SHIP) Program

Anser has managed Florida's SHIP program for multiple counties for many years. For the last decade, we have been a trusted partner to local governments to effectively administer SHIP funding for the following Counties:

- Taylor County, FL
- Jefferson County, FL
- Wakulla County, FL

We are confident that our experience in administering these programs gives us the knowledge and experience needed to properly evaluate the County's program and provide recommendations to the County to help the program have the largest impact possible on the community.

### **Community Development Block Grants (CDBG)**

Anser has provided grant management and administration for CDBG funding opportunities for local governments throughout the state of Florida for over fifteen (15) years, including:



- Alachua County, FL
- Charlotte County, FL
- Desoto County, FL
- Dixie County, FL
- Gadsden County, FL
- Levy County, FL
- Madison County, FL
- Monroe County, FL
- Taylor County, FL
- Jefferson County, FL
- St. Lucie County, FL
- Citrus County, FL
- Wakulla County, FL
- City of Alachua, FL
- City of Center Hill, FL

- City of Chattahoochee, FL
- City of Hampton, FL
- City of Homestead, FL
- City of Inverness, FL
- City of Key West, FL
- City of Lake Butler, FL
- City of Lake Wales, FL
- City of Marathon, FL
- City of Margate, FL
- City of Newberry, FL
- Town of Inglis, FL
- Town of Juniper, FL
- Town of Malone, FL
- Town of Worthington Springs, FL
- Village of Islamorada, FL

To address the differing needs of local governments, Anser routinely provides our Grant Services clients with the following services:

Housing Rehabilitation: Assist with securing and administering federal and state programs to rehabilitate homes for low-to-moderate-income households. Programs include the Community Development Block Grant (CDBG) Program, Neighborhood Stabilization Program, State Housing Initiative Program, and the Housing Choice Voucher (HCV) Program, formerly known as Section 8.

**Neighborhood Revitalization**: Assist with securing and managing state and federal grant and loan programs for infrastructure improvements and developments for low-to-moderate-income residential communities. Activities include, but are not limited to water, wastewater, sidewalks, and beautification programs.

**Economic Development:** Establish public/private partnerships to attract businesses to locate and/or expand in a particular community. Economic Development includes planning, securing much-needed resources for local communities, and funding infrastructure development programs and incentive packages for businesses' job creation.

**Commercial Revitalization:** Development of applications for Housing and Urban Development (HUD) CDBG Grant funding for limited rehabilitation and Façade improvements for designated downtown commercial areas.

*Disaster Recovery*: Comprehensive assistance to governmental entities for the implementation of large-scale federal disaster recovery programs such as the CDBG-DR Initiatives. Disaster Recovery projects include rehabilitation and housing replacement, rehabilitation of single-family and multi-family housing units, infrastructure, public facilities, and Affordable Housing.

**Construction Management and Inspection:** Construction inspection in the areas of federal and state-funded housing and infrastructure projects to ensure grant-related construction requirements are met. Also included are all services necessary to procure construction contractors, preparation of bid documents, bid construction contracts, and manage construction contracts once awarded.



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*Intake and Eligibility:* Assist governmental entities and private businesses serving governmental entities in the analysis of grant participants for eligibility in receiving grant assistance from federal and state programs in areas such as housing rehabilitation and disaster recovery. Also included is project analysis to ensure it meets all federal and state grant requirements for funding.

**Environmental Review:** Assist with preparation of documents or oversight of contractors providing environmental review services necessary to receive a Finding of No Significant Impact for federally funded grant programs.

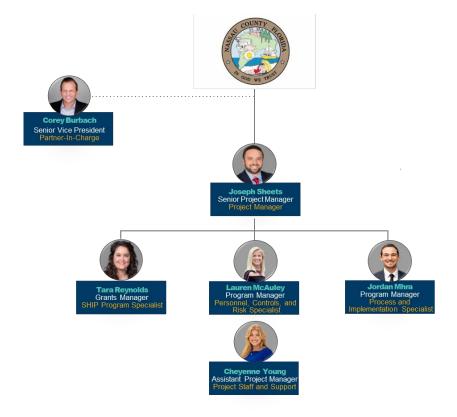
Davis-Bacon Labor Standards: Provide services necessary to ensure compliance with this standard on federally funded construction contracts. Services include, but are not limited to, ordering wage decisions, adding additional job classifications when needed, review of certified payrolls, on-site employee interviews, providing technical assistance to contractors, developing corrective action plans, and ensuring all Davis-Bacon Labor Standard documents are included in bid documents.

# TAB 4 - PROPOSED PLANNERS



### **Proposed Planners**

Our Team's diverse experience brings a full suite of complementary skills to the County. We have been providing a full spectrum of Grant Services from inception to close out for over 25 years – specifically, services funded by the State of Florida, (SHIP, Department of Environmental Protection's (DEP) Septic Upgrade Incentive Program) Federal Emergency Management Agency Public Assistance (FEMA PA), U.S. Treasury, and Community Development Block Grant Disaster Recovery (CDBG-DR) programs. We have the right resources and Federal and State grant experience when you need them. We have included the resumes for our leadership Team, to further demonstrate the experience we bring to the communities we serve.



#### Members of the Team are experienced in:

- ARPA, CARES, CDBG, SHIP and other Federal/State Grants Management programs
- Developing standard applications and approval processes
- Program management, assessment, change management, and implementation
- Application evaluation and support for individual, small business, and non-profits
- Evaluating requests and recommending funding options for the County's consideration
- Submission of Federal/State Reporting, program monitoring, Quality Assurance





### **COREY BURBACH**

SENIOR VICE PRESIDENT

# ANSER ADVISORY

### **EDUCATION**

Bachelor of Science, Business Economics, University of Arizona, Tucson, AZ

# LICENSES / CERTIFICATIONS

Series 50: Municipal Advisor Representative

#### **EXPERIENCE**

Years of Experience: **10** 

Years with Firm:

Corey Burbach is a results-oriented financial and program management professional with ten years of experience specializing in facilities planning, management and funding. He provides a wide variety of facility services to help school districts across the United States with their facility options. As a registered Financial Advisor, Corey understands the financing side of school facilities planning. He performs various analyses relating to facility assessments, long-range facilities master plans and implementation, and educational adequacy. Corey has focused on ESSER and program management for municipalities since the onset of the pandemic.

His deep experience in the public sector advisory offers him ability to help municipalities plan and execute on their financing and capitol programming needs. Corey developed pro forma and funding models for identified capital projects and created customized solutions based on the needs of the client. He identified and developed refunding strategies to reduce outstanding debt obligations for existing clients and business development efforts. As a facility planning consultant, he developed a new service for school districts looking to successfully reopen during the pandemic which adhering to the guidelines established by the Educational Agency.

### REPRESENTATIVE EXPERIENCE

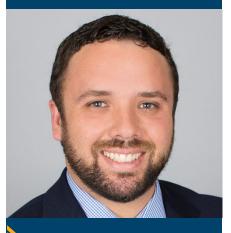
### Will County, American Rescue Plan Act Consulting, Will County, IL

Corey is managing the implementation of Will County's \$134 million allocation of ARPA. Anser, in conjunction with the County is engaging with local units of government, non-profits, healthcare partners, small businesses and community partners to facilitate the Will County Comeback program, an investment in 5 Pillars: Health, Infrastructure, Unmet Needs, Economic Development, and Revenue Replacement.

### City of Scranton, American Rescue Plan Consulting Services, Scranton, PA

Corey is part of the team that is providing American Rescue Plan (ARP) Preimplementation, Implementation, and monitoring, compliance, and reporting services for the City's \$68M ARP spending plan. The team has assisted the City in developing its project and program list and conducted a compliance and alternate funding analysis to help determine eligibility and highest and best use of ARP dollars. The team is continuing to review the City's infrastructure project procurement packages, contractor selections, and contracting terms to confirm they are in alignment with 2 CFR 200 requirements and assist the City with quarterly reporting back to Treasury. Additionally, the Anser team is assisting in the development of the City's community grant programs that are designed to assist impacted small businesses, nonprofits, households and residents.

Brentwood Union School District, Facility Program Management, Brentwood, CA Serving the role of Facility Program Manager, Corey oversaw the team that led the development of the District's 10-year capital improvement plan. The District was in the process of building a new K-8 school, in which security specifications were developed in conjunction with the design team. Corey led the process of evaluating security options such as check-in procedures, vestibules, gated grounds, and campus layout.



JOSEPH SHEETS

FEDERAL FUNDING
COMPLIANCE LEAD
SENIOR PROGRAM MANAGER



Part of Accenture

#### **EDUCATION**

Bachelor of Arts, University of Central Florida, Orlando, FL

Master of Business Administration, University of Central Florida, Orlando, FL

### **EXPERIENCE**

Years of Experience:

8

Years with Firm:

2

Joseph Sheets is a Senior Project Manager specializing in Federal and State grant programs. Joseph currently oversees all grant initiatives in the Southeast U.S. for Anser's Strategy, Grants, & Compliance team, totaling over \$200 million in Federal and State assistance. He has assisted over 30 local governments across the United States in navigating the complexities of Federal grant initiatives. In leading his team through management of American Rescue Plan Act, Infrastructure Invesment and Jobs Act, Community Development Block Grant, Florida's Septic Upgrade Incentive Program, and other grant programs, he has created nationally adapted processes for grants management. He brings 12 years of transformative leadership in the private sector, where he innovated dynamic solutions to modern business challenges. This experience allows him to provide private sector solutions to public sector challenges, maximizing value

### REPRESENTATIVE EXPERIENCE

# City of North Lauderdale, American Rescue Plan Consulting Services, North Lauderdale, FL

Joseph serves as the Project Leader for Anser's assistance with North Lauderdale's \$22 million of American Rescue Plan Act programs. Our team provided project risk analysis and performed a needs assessment for the City, helping to create a robust selection of projects to provide a sustained economic impact to its residents. In addition to overseeing the implementation of millions of dollars in critical infrastructure upgrades, Anser is now acting as program managers for the Residential Home Repair (RHR), Home Weatherization, Small Business and Non-Profit Assistance programs, assisting with program guidelines, application design and intake, eligibility determinations, duplication of benefits verification, and disbursement of funds.

# Lee County School District, FL, FEMA Public Assistance (PA) Grant Program and Construction Program Management

Joseph played an integral role in standing up Anser's project team for their work overseeing the Lee County School District's permanent repairs as they recovered from the devastating effects of Hurricane Ian. As a Senior Project Manager, Joseph facilitated the team's efforts as they inventoried and analyzed over 1700 service requests from damaged facilities, created SOPs for internal and external stakeholders compliant with FEMA's PAPPG, and helped manage resources for a 12 FTE project team.

# City of Everett, MA, Public Assistance (PA) Grant Program & American Rescue Plan Act (ARPA)

Anser Advisory has been providing Public Assistance Grant program management to the City of Everett, MA for the COVID-19 federally declared disaster. The PA Grant Management Team was renewed for an additional one-year contract to continue managing multi-million-dollar PA grants through the application and post-award grants process. Advisory and compliance grant management support is also currently supporting the ARPA grants for the City. Joseph served as a Senior Project Manager to advise the City on compliance with Federal regulations for both ARPA and FEMA endeavors, regularly meeting with MEMA, City staff, elected officials, and community groups to help support these programs.

### JOSEPH SHEETS, FEDERAL FUNDING COMPLIANCE, LEAD SENIOR PROGRAM MANAGER

### Madison County, Grants Management, Madison County, FL, United States

Madison County engaged Anser in September 2022 to help the County manage current and future grant opportunities. As a Senior Project Manager, Joseph has lead a multi-disciplinary project team to apply for state and Federal grants for the County. In addition to providing guidance on the County's ARPA funding, Joseph oversaw the team as they applied for three significant grant sources, in Florida's Recreational Trails Program, and the Infrastructure Investment and Jobs Act's(IIJA) Charging and Fueling Infrastructure (CFI) Discretionary grant program, and IIJA's Multi-Purpose Facility Capital Program Fund for a total of over \$9 million in funding managed and pursued. This involved working in tandem with Anser's Clean Mobility, Energy, and Sustainability team to complete the CFI grant application.

### Hernando County, Septic Upgrade Incentive Program, Hernando County, FL

Anser's team was hired to be the program administrator's for Hernando County's Septic Upgrade Incentive Program (SUIP), funded through Florida's Department of Environmental Protection. As the Senior Project Manager leading our project team, Joseph oversees the team in their comprehensive management of the program, including:

- Internal and state reporting
- Technical assistance to residents and contractors
- Eligibility review
- Vendor coordination and disbursements
- Site inspections
- Project close-out

### Various Clients, American Rescue Plan Consulting Services, United States

In addition to the clients listed above, Anser is currently providing American Rescue Plan services, assisting local governments in all facets of their grant implementation, including needs assessment, eligibility review, allocation plans, 2 CFR 200 compliance, cost verification, program implementation, and pre-audit services for collectively over \$800 million in combined ARPA initiatives. Our clients include:

- Dougherty County, GA
- Highlands County, FL
- Jefferson County, FL
- Madison County, FL
- Taylor County, FL
- Will County, IL
- Brooksville, FL
- Cherry Hill, NJ
- Dania Beach, FL
- Deerfield Beach, FL
- Fernandina Beach, FL
- Gainesville, FL
- Holyoke, MA

- Lake Wales, FL
- Leesburg, FL
- Lighthouse Point, FL
- Margate, FL
- Mascotte, FL
- Newberry, FL
- Ocoee, FL
- Randolph, MA
- Scranton, PA
- Titusville, FL
- Vero Beach, FL
- York, PA



TARA REYNOLDS

**GRANT WRITER** 



### **EDUCATION**

Juris Master, HR Compliance & Risk Management, Florida State
University

Bachelor of Science, Environmental Science, Minor in Biology, Florida State University

### LICENSES / CERTIFICATIONS

Florida Certified Contract Manager (FCCM) Notary Public

### **EXPERIENCE**

Years of Experience:

4

Years with Firm:

1

Tara Reynolds brings highly specialized experience helping local governments effectively manage state and federal awarded grants. She has spent three years with the Florida Department of Environmental Protection where she managed projects that were federally funded with the Recreational Trails Program (RTP).

Tara is currently managing projects that require grant administration services and specialized project management. The scope of services Tara manages includes the Community Development Block Grant (CDBG), State Housing Initiatives Program (SHIP), Septic Upgrade and Sewer Connection Incentive Programs, and the American Rescue Plan Act (ARPA) for various local governments. She assists the local governments by providing grants management, grants administration, and grants compliance. Tara processes applications, coordinates with local governments for awards and reimbursement, conducts site inspections, assists with necessary grant reports, and completes environmental reviews for federally funded projects.

### REPRESENTATIVE EXPERIENCE

# Madison County, American Rescue Plan Act Program Management, Madison County, FL

Madison County received funding provided under ARPA to recover from budgetary, economic, and financial impacts created by the pandemic. Tara assists with the facilitation of funds into broadband infrastructure and recreational grants for residents of the County.

### State Housing Initiatives Partnership (SHIP) Program, Florida

The SHIP program provides state funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. Tara serves as the lead SHIP Project Manager for multiple counties, including Jefferson, Taylor, and Wakulla, all who have been clients since as early as 2011. Tara is the lead contact for processing applications, conducting site inspections, assisting with completion of the annual SHIP report, and coordinating with the local governments for awards and reimbursement.

#### Community Development Block Grant (CDBG) Program, Florida

Tara serves as the lead CDBG Project Manager for multiple local governments, including the City of Center Hill, City of Lake Wales, Madison County, and Wakulla County. Tara is the lead contact for processing applications, conducting site inspections, mandatory bid walkthroughs, contract signing, coordinating with the local governments for awards and reimbursement, and completing environmental reviews.

# Septic Upgrade Incentive Program (SUIP) & Sewer Connection Incentive Program (SCIP), Florida

The SUIP program provides funds to local governments to encourage eligible homeowners to voluntarily remediate existing conventional onsite sewage treatment and disposal systems (OSTDS) to include nitrogen reducing enhancements. The SCIP program provides funds to local governments to encourage eligible homeowners to voluntarily connect to central sewer where currently available. Both incentive programs are intended to offset a portion of the homeowner costs. Tara serves as the lead SUIP Project Manager for Hernando and Wakulla County. Tara is the lead contact for processing applications, conducting site inspections, developing programmatic forms and procedures, and coordinating with the local governments for awards and reimbursement.



LAUREN MCAULEY

PROGRAM MANAGER



#### **EDUCATION**

Master of Business Admin., Risk Management Florida State University, Tallahassee, FL

Master of Business Analytics, Utah State University, Logan, UT

Bachelor, Actuarial Science, Minor: Quantitative Finance & Computer Science, Utah State University, Logan, UT

#### **EXPERIENCE**

Years of Experience:



Years with Firm:

<1

Lauren McAuley is a highly skilled financial management and advisory professional specializing in state and federal compliance. She has exceptional organizational skills, self-motivation, and effective problem-solving experience. Lauren brings nearly a decade of experience in management consulting services, grants management, financial oversight, strategic planning, and disaster recovery.

She has acute knowledge and expertise in serving private and public sector clients establishing project and program policies, procedures, and reporting to ensure adherence to state and federal regulations. She performed risk assessments and optimized monitoring tools for overall program compliance and ensure future project success.

Lauren is a subject matter expert in not only the field of government grant development but also the management of these grant awards, including the programming, obligating annual formula grants, and ensuring agency-wide compliance with funding requirements for each respective funded project.

### REPRESENTATIVE EXPERIENCE

Nassau County – State Housing Initiatives Partnership (SHIP) Program Evaluation Lauren led an evaluation Nassau County's SHIP program by reviewing the county's documentation of processes, procedures, and case files. She performed a compliance audit of the past 3 year of completed application files and provided recommendations on additional document requirements. She presented the final

### State of Florida Department of Commerce – Broadband Program

evaluation report to the county managers and board of commissioners.

Lauren established application compliance requirements with the Florida Office of Broadband along with scoring criteria. She evaluated capital project applications for the Florida Office of Broadband. She optimized the initial review process to effectively review over 200 applications within an expedited period. She assisted applicants with updating their applications and remedying instances of conflicting capital projects.

### City of Orlando - Emergency Rental Assistance Program (ERAP)

Lauren led the City of Orlando through an all-inclusive ERAP program for COVID economic recovery effort. She created policy and procedures for the ERAP program to adhere to the City's and federal program requirements along with establishing the final reporting documents. She performed reviews of over 4,000 applications aligning the documentation to the U.S. Treasury policies. For this project, Lauren developed tools to document applicant eligibility, comprehensive reviews of applicant reimbursement, incorporated business intelligence tool dashboards for reporting project status, and provided technical support.

### State of Florida Division of Emergency Management - Grants Management

Lauren led comprehensive grants management for the Florida Division of Emergency Management. Lauren and her team performed 100% validation of costs, reported in project worksheets, and submitted for cost reimbursement under FEMA's Public Assistance grant program. Through Lauren and her team's efforts, FDEM was able to disburse over \$160 million in FEMA reimbursements to local governments. For this project, Lauren developed tools to document project worksheet reviews, incorporated business intelligence tool dashboards for reporting project status, and managed overall project finances. Lauren oversaw compliance and quality of over 1000 projects from initiation to closeout.

### LAUREN MCAULEY, PROGRAM MANAGER

### State of Florida Department of Transportation – Grants Management

Lauren led an all-inclusive FEMA public assistance project for disaster recovery efforts through Project Worksheet (PW) formulation by performing data validation and grant reconciliation. She optimized the estimated project eligibility amounts by validating debris documentation to ensure completeness prior to submitting documentation to FEMA for reimbursement. Additionally, she prepared reports and commentaries for issues related to anomalies or missing documentation to resolve issues.

### Will County - American Rescue Plan Act (ARPA) Financial Reporting

Lauren performed data collection of ARPA performance measures for the quarterly and annual financial reports. She assisted in subrecipient agreement formulation along with subrecipient program guideline formulation. Lauren established subrecipient monitoring and oversight to ensuring subrecipient compliance to federal standards.

### State of Florida Department of Financial Services - Cash Management Compliance Audit

Lauren led an all-inclusive compliance audit of the Cash Management system for the Division of Treasury. She validated reconciliations of the cash management and investment management systems. She performed business process mapping and overall business process assessments. She led a team to process agency system incident ticket resolutions to ensure all end-user tickets had been addressed. Lauren and her team published and presented the compliance audit report to the project committee.

### City of North Lauderdale - Grant Research, Writing, and Financial Reporting

Lauren performed grant research for funding opportunities to support the city's priorities which included identifying multiple broadband funding sources. She has led the communication efforts with City, County, and State leadership to organize all information necessary for formal grant applications. Additionally, she assists in developing the required financial reports for the City's grants.

### State of Florida Department of Health – Medical Marijuana Treatment Center Application Reviews

Lauren led a team of 10 subject matter experts to facilitate application reviews for the business licensing of Medical Marijuana Treatment Centers. She incorporated business intelligence tools to ensure documents' authenticity and completeness. Additionally, she managed project timelines, provided technical support, reported on project status, and managed overall project finances.



**JORDAN MRHA** 

COMPLIANCE AND REPORTING PROGRAM MANAGER

# ANSER

Part of Accenture

#### **EDUCATION**

Master of Science, Finance, Florida State University, Tallahassee, FL

Bachelor of Science, Finance, Florida State University, Tallahassee, FL

### **EXPERIENCE**

Years of Experience:

5

Years with Firm:

<1

Jordan Mrha is a highly skilled program and project management professional with experience tracking project costs and budgets, providing project management with administration support, and coordinating and assisting with program development and strategic planning. He is very experienced in the supervision and coordination of staff to form efficient and effective teams and can adapt rapidly to new ideas, methods, and environments and apply analysis, logic, and experience when tackling management problems. Jordan has years of hands-on expertise in grants management, program implementation, business process assessments, risk assessments, financial management, and procurement and contract documentation management.

### REPRESENTATIVE EXPERIENCE

# Florida Division of Emergency Management & Florida Department of Transportation, FEMA Grants Management, Florida

Jordan prepared project worksheets and performed validation of costs submitted for reimbursement under FEMA's public assistance grant program in accordance with applicable rules and regulations for the Florida Division of Emergency Management assisting with Hurricanes F2N, Irma, and Michael. He provided grants management services for public assistance grant programs including recording invoice-related inconsistencies as well as reporting on contract costs that appeared to be ineligible and/or unsupported for reimbursement for the Florida Department of Transportation.

### School District of Lee County, FEMA Recovery Compliance, Lee County, FL

As the Grants Project Manager, Jordan is responsible for coordinating with the construction team to ensure reimbursement documentation compliance for over 80 schools that experienced damage requiring permanent repairs or replacement as a result of Hurricane Ian. He contributed to successful application packages seeking reimbursement of projects with over \$80 million in Public Assistance (PA) grant-eligible work. He cultivated professional relationships by providing vital subject matter expertise that benefited the school district maintenance and construction teams given the pace, size, and magnitude of the work required to reopen and repair schools quickly.

### Florida Division of Emergency Management, Business Process Assessment, Florida

Jordan performed a comprehensive business process assessment for the Florida Division of Emergency Management, including a current and future state assessment for their system implementation and an analysis of current business processes including grants and contract management from procurement through project closeout. He also created a current state assessment and scoring methodology for the Florida Division of Emergency Management's Florida Recovery Obligation Calculation (F-ROC) pilot program, a program he also assisted in implementing.

# Florida Agency for Healthcare Administration, Risk Assessment / Post-Payment Auditing, Florida

Jordan led teams that delivered performance audit services to assist the Florida Agency for Healthcare Administration to meet CMS Promoting Interoperability/EHR Incentive Program requirements. He helped identify gaps in pre-payment verification and post-payment procedures and provided recommendations to close gaps and improve processes. He also performed risk assessments for eligible

### JORDAN MRHA, COMPLIANCE AND REPORTING, PROGRAM MANAGER

professionals who received incentive payments for adopting, implementing, or upgrading (AIU), and/or demonstrating meaningful use (MU) of Certified Electronic Health Record Technology.

### South Carolina Department of Health and Human Services, Risk Assessment / Post-Payment Auditing, South Carolina

Jordan led teams that delivered performance audit services to meet CMS Promoting Interoperability/EHR Incentive Program requirements. He helped identify gaps in pre-payment verification and post-payment procedures and provided recommendations to close gaps and improve processes. Jordan also performed risk assessments for eligible professionals who received incentive payments for adopting, implementing, or upgrading (AIU), and/or demonstrating meaningful use (MU) of Certified Electronic Health Record Technology.

### State of Florida, Medicaid Health Information Technology Plan, Florida

As part of his business process assessment services to the State of Florida, Jordan helped to update the Medicaid Health Information Technology Plan that included a Health Information Exchange (HIE) Study consisting of an "As is" (Current State) and "To be" (Future State) analysis.

### Florida Department of Commerce, Pandemic First Responders Program, Florida

Jordan assisted the Florida Department of Commerce (formerly the Florida Department of Economic Opportunity) with program planning and implementation of the Pandemic First Responders Program, which provided disaster relief payments to eligible first responders. Additional responsibilities included leading and training teams that prepared monthly budget reconciliations and invoices for both fixed fee and time and material contracts. Jordan created and/or maintained internal budgets for multiple multimillion-dollar engagements and conducted financial forecasting to project the status of the budget through project completion.



CHEYENNE YOUNG

ASSISTANT PROJECT
MANAGER



EDUCATION

Bachelor, International Affairs, Minor: Political Science, Florida State University, Tallahassee, FL

LICENSES / CERTIFICATES

Florida Certified Contract Manager

EXPERIENCE

Years of Experience:

7

Years with Firm:

<1

Cheyenne Young is a skilled financial management professional specializing in emergency management and governmental compliance.

She has substantial organizational skills, self-motivation, and effective problem-solving experience while having a positive attitude. Cheyenne brings almost eight years of experience in management consulting services, grants management, financial oversight, strategic planning, and emergency management. She has worked in multiple activations for the Florida Division of Emergency Management, including natural disasters and COVID 19.

She has acute knowledge and expertise in serving public sector clients executing Hazard Mitigation Grant Program contracts, community development, and economic recovery and through grants funding and financial analysis.

### **EPRESENTATIVE EXPERIENCE**

### Dougherty County – American Rescue Plan Act (ARPA) Program

Cheyenne worked alongside Joseph Sheets and Alexa Delimon on the American Rescue Plan Act Funding Project. She was in charge of doing the quarterly reports for Quarter 2 and Quarter 3 2023 as well as the audit report for FY 2023.

### Hernando County – Septic Upgrade Incentive Program

Cheyenne was responsible for performing all day-to-day duties such as filling out Notice to Proceed documents, Release of Lien documents, INRB Notice documents, as well as processing applications and checking for eligibility verification. She was in charge of communicating with contractors regarding issues, questions for applicants, etc. She assisted Tara Reynolds with payment closeouts for Hernando County. She worked alongside Danielle Hendry with the site inspection photos and keeping track of the site inspection log.

### State of Florida Division of Emergency Management – Grant Specialist V

Cheyenne was responsible for developing and executing over 50 million dollars in awarded contracts to the communities of Florida through the Hazard Mitigation Grant Program. She collaborated with Project Managers, Finance Representatives, and Attorneys to ensure accuracy of all documentation and communication with subrecipients throughout the process.

### State of Florida Division of Emergency Management - Consultant

Cheyenne was responsible for a fleet of over 60 vehicles and equipment to include the management and reconciliation of the State of Florida WEX credit card account. She kept detailed and accurate logs of all vehicles maintenance and usage utilizing Microsoft Office programs. She worked directly with the Executive Team on various projects and new ideas.

### State of Florida Division of Emergency Management – Accountant II

Cheyenne was responsible for accounts payable, financial auditing, and reconciliation while utilizing the FLAIR, My Florida Market Place (MFMP), Axiom Pro, and Salesforce. She organized and managed the file room and assisted with internal and external audit requests.

### State of Florida Department of State - Clerk

Cheyenne was responsible for auditing and reconciling the State of Florida Voter registration database for the 2020 election year. She confirmed and updated voter's information per request with a 100% accuracy rating.

### LAUREN MCAULEY, PROGRAM MANAGER

### Florida State University Department of Financial Aid - Financial Assistant

Cheyenne assisted in the Financial Aid Department in the correspondence review and revision of student accounts. She collaborated with colleagues to ensure the highest quality of care was given to each student or parent.

### Tallahassee Community College – Financial Aid Assistant

Cheyenne was responsible for handling thousands of dollars of tuition money daily (cash, check, money order, etc.), reconciling student accounts, while utilizing Microsoft applications as well as the Tallahassee Community College system. She was a direct assistant to the head of the Cashier's Office and filled in for her during her absence.

# TAB 5 - DELIVERY AND APPROACH



### **Delivery and Approach**

We understand that Nassau County is seeking to obtain services from a firm with demonstrated experience in Florida's SHIP Program. Our team has extensive knowledge on the eligible uses of SHIP and has assisted many applicants and clients through down payment, closing costs, emergency repairs, and rehabilitation assistance applications. Our approach and delivery responsibilities can be illustrated in the SHIP Program Management Approach graphic below:



### **Program Management Approach**

Our program management approach is derived from the success and experience of our staff working directly for public entities, including local municipalities. Our program management foundations are transparency, collaboration, and diligent attention to detail. We will assure that every dollar is tracked, and that project execution creates the maximum value for the people of the County. Our staff assigned to this contract and who will be working directly with the County and stakeholders, have decades of relevant experience in their individual fields of specialty and will readily apply this experience to expertly execute your project(s).

- Developing annual and other required agency reports with County staff,
- Coordinating with Florida Housing Finance Corporation,
- Assisting with development of Local Housing Assistance Plan (LHAP) strategies,
- Tracking SHIP funds,



9

- Providing technical support on an ongoing basis to County Staff for compliance with SHIP rules and guidelines,
- Providing technical support and quality review of any applicant intake,
- Coordinating and conducting any required public input including affordable housing committee meetings,
- Regular meetings with County staff to review progress and provide recommendations,
- Developing any needed SHIP contract modifications,
- Reviewing and making recommendations on any SHIP sub-recipient contracts including enforcement of SHIP requirements,
- Assisting staff with the development of any notices or forms for use with the SHIP program, and
- Tracking and advising County staff on the program management.

### **Application Management**

Through the creation of formalized applications and file checklists, our team can streamline the review process. Our team will review for eligibility by ensuring the applicant meets all application requirements which include but are not limited to verifying income and assets, verifying household size, verifying property eligibility, housing affordability testing, and submitting official required documentation. Applications will be accepted on a first come, first served basis, until the County has received an adequate number of eligible applicants that satisfy all of the SHIP set-aside requirements.

Our team understands the importance of guiding applicants through a complex application process. To streamline applicant communication, our team will set up unique lines of communications such as an email address that all administrators can access for applicant documentation submission, questions, and requests for information. Additionally, our application managers will be available with our office phone to assist eligible applicants.

### **SHIP Contract Award Process**

Our team is experienced in working with local municipalities to prepare procurement documentation, conduct pre-construction bid conferences, manage the contractor bid process, draft work write-ups, and coordinate mandatory bid walkthroughs of all eligible homes. Additionally, our staff is capable of executing contracts, facilitating change orders and amendments, and processing payments.

### **File Management**

SHIP projects are a continuous collection of documentation over a long period of time. Therefore, our staff will create and maintain separate case files for all applicants. Each file will adhere to record retention requirements, as well as Florida Housing's standards for file monitoring. Our biggest priority is ensuring that each project file reflects a complete and consistent record of verification and justification for assisting the home with SHIP funds.

### **Reports**

Anser understands that establishing and maintaining a methodology for data collection and documentation compilation, both internal and external to pre-established electronic financial systems,



will be critical to the success of the SHIP program reporting. All documentation submission will be easily understood and maintained by all internal and external team members, including contractors, technical project managers, and other stakeholders. All finalized reports will be sent for the County's review and approval.

The quality control monitoring for SHIP will be one of the keys to overall success of the program. All program monitoring requirements established by the County and Florida Housing Finance Corporation will be utilized alongside Anser's preestablished tools and resources for SHIP programs which will help manage the program process and compliance efficiently through completion.

### **Communication Plan**

As part of our approach, our Team utilizes effective communication management to keep stakeholders informed of the program status. Our Team routinely provides executive-level briefings to:

- Management Team(s),
- Formal Presentations to the elected or appointed, Boards, Councils or Commissions,
- Elected Official, and
- Key stakeholders.

A Communications Plan is developed in coordination with our clients. We routinely provide the following technical assistance at the direction of our clients:

- Call center assistance,
- Intergovernmental communication assistance,
- Outreach programs / town hall meetings,
- Press releases,
- Public information request response,
- Social media posts, and
- Website updates.

# TAB 6 - REFERENCES



### References

## **Jefferson County, Florida**

### **SHIP ADMINISTRATION & GRANT MANAGEMENT SERVICES**

Pro	iect	Description

Jefferson County engaged Anser in 2012 to assist in the management of SHIP funds. Anser is responsible for administering and managing the County's SHIP program which includes but is not limited to: manage the client intake process, determine eligibility and make recommendations for SHIP assistance, coordinate with the County to ensure project milestones are met and that the budget is adhered to, provide ongoing technical assistance and respond to citizen complaints and inquiries, develop grant amendments as needed based on changes in the project scope, develop bid documents and manage the housing rehabilitation bidding process, conduct prebid conferences, prepare and submit annual reports, manage bid award process and monitor construction progress, manage contractor pay request process, and review and approve contractor change orders, as needed.

As the third most rural county in Florida, Jefferson County residents present a great need for affordable housing. Anser's engagement successfully leverages state dollars to propel the County forward by assisting extremely low-, very low-, and low-income households with SHIP funds. Our management approach is catered to Jefferson County to effectively assist residents with homebuyer purchase assistance, home repair, and mobile home replacement.



Jefferson County, FL Shannon Metty County Manager smetty@jeffersoncountyfl.gov 850.997.3083



**2012 – Present** 



### **Funding Agency/Source**

- ✓ Florida Housing Finance Corporation
- State of Florida Treasury, SHIP

### **Scope of Services Provided**

- Program Administration
- Applicant Intake and Management
- ✓ Facilitate Contract Award Process
- ✓ File Management and Record Retention
- Budget Review and Management
- Conduct all monitoring, reporting, and auditing requirements for state agencies



### **Taylor County, Florida**

### SHIP ADMINISTRATION & GRANT MANAGEMENT SERVICES

### **Project Description**

Taylor County engaged Anser in 2010 to assist in the management of SHIP funds. Anser is responsible for administering and managing the County's SHIP program which includes but is not limited to: manage the client intake process, determine eligibility and make recommendations for SHIP assistance, coordinate with the County to ensure project milestones are met and that the budget is adhered to, provide ongoing technical assistance and respond to citizen complaints and inquiries, develop grant amendments as needed based on changes in the project scope, develop bid documents and manage the housing rehabilitation bidding process, conduct prebid conferences, prepare and submit annual reports, manage bid award process and monitor construction progress, manage contractor pay request process, and review and approve contractor change orders, as needed.

Located in the Big Bend area and having one of the longest coastlines in the state, Taylor County is rural and susceptible to hurricanes and storm surge. Anser's experience administering SHIP funds has proven to be effective in propelling the County forward by assisting extremely low-, very low-, and low-income households. Our aim is to work closely with the County to identify housing strategies that can best assist residents in their time of need. In addition to homebuyer purchase assistance, home repair, and demolition/reconstruction, we are able to help assist Taylor County residents with disaster recovery and emergency repairs caused by hurricanes to create a more resilient community.

Taylor County, FL
Jami Evans
Grant Coordinator
jevans@taylorcountygov.com
850.838.3553



**2010 – Present** 

### m

### **Funding Agency/Source**

- Florida Housing Finance Corporation
- ✓ State of Florida Treasury, SHIP

### **Scope of Services Provided**

- ✓ Program Administration
- Applicant Intake and Management
- ✓ Facilitate Contract Award Process
- File Management and Record Retention
- ✓ Budget Review and Management
  - Conduct all monitoring, reporting, and auditing requirements for state agencies





### Wakulla County, Florida

**SHIP ADMINISTRATION & GRANT MANAGEMENT SERVICES** 

### **Project Description**

Wakulla County engaged Anser in 2010 to help the County manage current SHIP funding. Anser is responsible for administering and managing the County's SHIP program which includes but is not limited to: manage the client intake process; determine eligibility and make recommendations for SHIP assistance; coordinate with the County to ensure project milestones are met and that the budget is adhered to; provide ongoing technical assistance and respond to citizen complaints and inquiries; develop grant amendments as needed based on changes in the project scope; develop bid documents and manage the housing rehabilitation bidding process; conduct prebid conferences; prepare and submit annual reports; manage bid award process and monitor construction progress; manage contractor pay request process; and review and approve contractor change orders, as needed.

Also located in the Bid Bend area, Wakulla County is made up of 735.74 square miles of land and water. The County is known for Wakulla Springs, one of the world's largest springs, both in depth and flow. Our engagement with the County allows us to learn about the surrounding resources while driving the community forward by assisting extremely low-, very low-, and low-income households with SHIP funds. Our success involves assisting households that cannot afford home repairs, while protecting natural resources. SHIP funds repair septic systems in despair and/or connect the home to city sewer if available. In addition to home repairs, Wakulla County residents are offered financial assistance with homebuyer purchase and demolition and reconstruction of their homes that are deemed beyond repair.



Wakulla County, FL Somer Pell Assistant County Administrator of Community Development spell@mywakulla.com 850.926.0919



**2010 – Present** 



### **Funding Agency/Source**

- ✓ Florida Housing Finance Corporation
- ✓ State of Florida Treasury, SHIP

### **Scope of Services Provided**

- ✓ Program Administration
- Applicant Intake and Management
- ✓ Facilitate Contract Award Process
- ✓ File Management and Record Retention



- Budget Review and Management
- Conduct all monitoring, reporting, and auditing requirements for state agencies

# TAB 7 - TECHNOLOGY



### **Technology**

Our team can assist the County with procuring a software to help implement digital applications, if the County wishes to upgrade the current manual application process.

# TAB 8 - COST



### **Cost Proposal**

While the scope is well defined, the duration and knowledge of your available resources and interface approach are yet to be discovered. We, therefore, advise a not to exceed negotiable fee for our services. The table below expresses our proposed team's all-inclusive fixed hourly rate for each assigned management position and support staff positions to be assigned or potentially to be assigned as part of providing comprehensive services identified. Proposed hourly rates as shown below, are inclusive of all associated costs.

Team Member Role	Hourly
	Rate
Sr. Vice President	\$250
Sr. Project Manager	\$200
Program Manager	\$185
Grant Manager	\$165
Assistant Project Manager	\$135

Rates stated would be confirmed per individual team member in conjunction with the County prior to contract execution. Our rates include travel and other relevant disbursements for general project advisory services. Special expenditures related to community engagement, events, or third party software licensing are not included and, where applicable and approved in advance by the County, would be charged on a pass-through basis and in accordance with any/all County policies.

# **EXHIBIT "B" PRICE SHEET**

Firm shall provide STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM ADMINISTRATION SERVICES in accordance with Exhibit A, Scope of Services at the hourly rate below. Hourly rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, etc.). Total cost shall not exceed the allowable administration budget allowed for the SHIP program.

DESCRIPTION	TOTAL	
Sr. Project Manager	\$	200 /hourly
Project Manager	\$	185 /hourly
Grant Manager	\$	165 /hourly
Asst. Project Manager	\$	135 /hourly
Other:Sr. Vice President	\$	250 /hourly
Other:	\$	/hourly
Other:	\$	/hourly

The undersigned declares that they have examined the Request for Proposal including documents attached, and the Scope of Services and is informed fully with regard to all terms and conditions pertaining thereto and agrees to provide services accordingly at the hourly rate set forth above.

Company: Anser Advisory	
Address: 1500 Mahan Drive, Suite 250	
City, State, Zip code:Tallahassee, Florida 32	308
Phone Number: (850) 681 - 3717	Email: Robert.Sheets@anseradvisory.com
Authorized Signature: A.E. Llux	Printed Name: Robert Sheets
Title: Executive Vice President	Date: 12/5/2023

# TAB 9 - ATTACHMENTS/ADMINISTRATIVE INFORMATION



### **FORM A**

### NASSAU COUNTY, FL

## SWORN STATEMENT UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

### TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP No. NC23-062 State

	Housing Initiative Partnership (SHIP) Program Administration Services				
2.	This sworn statement is submitted by Anser Advisory Consulting, LLC (entity				
	submitting sworn statement), whose business address is 1500 Mahan Drive, Suite 250				
	Tallahassee, Florida 32308 and its Federal Employee Identification Number (FEIN				
	is 54-2072311 . (If the entity has no FEIN, include the Social				
	Security Number of the individual signing this sworn statement:)				
3.	My name is Robert E. Sheets (please print name of individual signing)				
	and my relationship to the entity named above is Executive Vice President				
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes				
	means a violation of any state or federal law by a person with respect to and directly related to the				
	transaction of business with any public entity or with an agency or political subdivision of any other				
	state or with the United States, including, but not limited to, any bid or contract for goods or				
	services, any leases for real property, or any contract for the construction or repair of a public				
	building or public work, to be provided to any public entity or an agency or political subdivision				
	of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion				
	racketeering, conspiracy, or material misrepresentation.				
5.	I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida				
	Statutes, means a finding of guilt or a conviction or a public entity crime, with or without ar				
adjudication of guilt, in any federal or state trial court of record relating to charges					
	indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of				
	a plea of guilty or nolo contendere.				
6.	I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:				
	a) A predecessor or successor of a person convicted of a public entity crime; or				
	b) An entity under the control of any natural person who is active in the management of				
	the entity and who has been convicted of a public entity crime. The term "affiliate'				
	includes those officers, directors, executives, partners, shareholders, employees				
	members, and agents who are active in the management of an affiliate. The ownership				
	by one person of shares constituting a controlling interest in another person, or a				

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

months shall be considered an affiliate.

pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36)

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

# NASSAU COUNTY, FL

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)
There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)
Signature
Signature  November 27, 2023  Date
State of: Florida
County of: Leon
Sworn to (or affirmed) and subscribed before me by means of X physical presence or online notarization, this day of November you who is yersonally known to me or produced as identification.
Notary Public Peters
Notary Public  My commission expires: August 31, 2025  Expires August 31, 2025  Bonded Thru Troy Pain Insurance 800-385-7019

### FORM B

# RESPONDENT QUESTIONNAIRE

The following questionnaire shall be answered by the Respondent for use in the evaluation process.

Company Name: Anser Address: 1500 Mahan Drive		LLC	4
City/State/Zip: Tallahasse			
Phone: 737.895.1860		mail: adam.shaw@anser	advisory.com
Website Address https://w			
COMPANY STRUCTURE: Sole Proprietor Pa	<b>✓</b>	on Other	
Are you registered with the			s☑ No□
Are you properly licensed/o	certified by State of Flo	orida to perform the speci	fied services?
Yes ☑ No □			
EXPERIENCE:			
Years in business: 27 years to	inder Parent Entity (Anser Adv	risory, LLC est 1996), 4 vears as A	nser Advisory Consulting
Years in business:	4	this O	Caracillian II C
Years in business under th	is name: 4 years - Anser A	Advisory Consulting 1/k/a RVV Block	Consulting, LLC
Years performing this type	of work: 4 years as Anser Advis	ory Consulting, LLC, 27 years via acquired firm	Government Services Group
Has your company: Failed	l to complete or defau	ted on a contract:	Yes No
Been involved in bankrupto	cy or reorganization: _	YesNo	9
Pending judgment claims of	or suits against firm: _	YesNo	
PERSONNEL How many employees doe List all positions or position o	s your company emplo ategories within your firr	oy; <u>911</u> n (may use additional sheets	s if needed).
Position/Category (List all)	Full-time	Part-time	145 m
Technical Staff	772	62	
Non-Technical Staff	77	0	
		- 10 - 110	week.
	1		
TANK TO SEE THE PERSON OF THE	FA CASS CREATERS CO.		

#### 7. REFERENCES:

List at least three references for which you have provided services related to this RFP Scope of Services (similar scope/size) in the past five years - preferably government agencies.

Reference #1: Company/Agency Name: Wakulla County Board of County Commissioners Address: 3093 Crawfordville Highway, Crawfordville, FL 32327 Contract Person: Somer Pell, Assistant County Administrator of Community Development \_\_\_\_\_ Email: spell@mywakulla.com Phone: (850) 926-0919 Project Description: Administer and manage SHIP program on behalf of Wakulla County. Contract \$ Amount: \$350,000 Date Completed: 2013 to Present Reference #2: Company/Agency Name: Taylor County Board of County Commissioners Address: 401 Industrial Park Drive, Perry, FL 32347 Contract Person: Jami Evans, Grant Coordinator Email: jevans@taylorcountygov.com Phone: (850) 838-3553 Project Description: Administer and manage SHIP program on behalf of Taylor County. Contract \$ Amount: \$350,000 Date Completed: 2010 to Present Reference #3: Company/Agency Name: \_\_Jefferson County Board of County Commissioners Address: 1484 S. Jefferson Street, Monticello, FL 32344 Contract Person: Shannon Metty, County Manager Email: smetty@jeffersoncountyfl.gov Phone: (850) 997-3083 Project Description: Administer and manage SHIP program on behalf of Jefferson County. Contract \$ Amount: \$350,000 Date Completed: 2012 to Present

#### 8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

#### **Notice to Parties**

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: _	Anser Advisory
Attn:	Robert Sheets
Mailing Address:	1500 Mahan Drive, Suite 250
_	Tallahassee, Florida 32308

### **Binding Authority**

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person	to execute contract (if awarded): Robert Sheets
Title: Execu	tive Vice President
Email Address:	Robert.Sheets@anseradvisory.com
Phone Number:	(850) 681 - 3717

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#### **FORM C**

#### NASSAU COUNTY, FL

#### DRUG FREE WORKPLACE CERTIFICATE

Anser Advisory Consulting LLC	(print or type name of firm)
	lorida Statute 287.087, hereby certify that

- 1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of
  maintaining a drug free working environment, and available drug counseling, rehabilitation, and
  employee assistance programs, and the penalties that may be imposed upon employees for drug
  use violations.
- 3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- 4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

### NASSAU COUNTY, FL

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

> A thus Authorized Signature

Notember 27, 2023
Date Signed

State of: \_Florida County of: Leon

Sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_ who is \_X personally known to me or \_\_\_ produced \_\_\_\_\_ as identification.

My commission expires: August 31, 2025

TAMMY PETERS Commission # HH 126488 Expires August 31, 2025 ionded Thru Troy Fain Insurance 800-385-7019

# FORM D E-VERIFY AFFIDAVIT

# NASSAU COUNTY E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Nassau County State Housing Initiatives Partnership(Ship) Program Administration Services

Bid No./Contract No.: RFP No. NC23-062

#### **DEFINITIONS:**

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment "A") attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

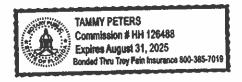
#### **CONTRACT TERMINATION:**

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

# FORM E - 1 **CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Anser Advisory Consulting, LLC (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status



# FORM E - 2 SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that	(Subcontractor Company Name)
does not employ, contract with, or otherwise in full compliance with Section	(Subcontractor Company Name; subcontract with an unauthorized alien, and is on 448.095, Florida Statutes.
All employees hired on or after January verified through the E-Verify system.	y 1, 2021 have had their work authorization status
A true and correct copy ofName) proof of registration in the E-Ve	(Subcontractor Company rify system is attached to this Affidavit.
Print Name:	
STATE OF FLORIDA COUNTY OF	
or □online notarization, this	edged before me by means of physical presence(Date) by
(Name of Contractor Company Acknow Incorporation) Corporation, on behalf o me or □has produced	cer or Agent) of(State or Place of vledging), a(State or Place of fthe Corporation. He/She is □personally known to as identification.
Notary Public	
Printed Name	
My Commission Expires:	

# U.S. DEPARTMENT OF HUD STATE:FLORIDA

STATE:FLORIDA				2023 A	DJUSTED HO	ME INCOME	LIMITS		
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Cape Coral-Fort Myers, FL 1	MSA								
	30% LIMITS	17900	20450	23000	25550	27600	29650	31700	33750
	VERY LOW INCOME	29800	34050	38300	42550	46000	49400	52800	56200
	60% LIMITS	35760	40860	45960	51060	55200	59280	63360	67440
	LOW INCOME	47700	54500	61300	68100	73550	79000	84450	89900
Crestview-Fort Walton Beacl	n-Destin, FL HUD M	etro FMR A	rea						
	30% LIMITS	19600	22400	25200	27950	30200	32450	34700	36900
	VERY LOW INCOME	32600	37250	41900	46550	50300	54000	57750	61450
	60% LIMITS	39120	44700	50280	55860	60360	64800	69300	73740
	LOW INCOME	52150	59600	67050	74450	80450	86400	92350	98300
Walton County, FL HUD Metro	o FMR Area								
	30% LIMITS	17300	19800	22250	24700	26700	28700	30650	32650
	VERY LOW INCOME	28850	33000	37100	41200	44500	47800	51100	54400
	60% LIMITS	34620	39600	44520	49440	53400	57360	61320	65280
	LOW INCOME	46150	52750	59350	65900	71200	76450	81750	87000
Deltona-Daytona Beach-Ormon	nd Beach, FL HUD M	etro FMR A	rea						
-	30% LIMITS	16250	18600	20900	23200	25100	26950	28800	30650
	VERY LOW INCOME	27100	31000	34850	38700	41800	44900	48000	51100
	60% LIMITS	32520	37200	41820	46440	50160	53880	57600	61320
	LOW INCOME	43350	49550	55750	61900	66900	71850	76800	81750
Palm Coast, FL HUD Metro Fl	MR Area								
•	30% LIMITS	16600	19000	21350	23700	25600	27500	29400	31300
	VERY LOW INCOME	27650	31600	35550	39500	42700	45850	49000	52150
	60% LIMITS	33180	37920	42660	47400	51240	55020	58800	62580
	LOW INCOME	44250	50600	56900	63200	68300	73350	78400	83450
Levy County, FL HUD Metro	FMR Area								
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Gainesville, FL HUD Metro	FMR Area								
•	30% LIMITS	18200	20800	23400	26000	28100	30200	32250	34350
	VERY LOW INCOME	30350	34700	39050	43350	46850	50300	53800	57250
	60% LIMITS	36420	41640	46860	52020	56220	60360	64560	68700
	LOW INCOME	48550	55500	62450	69350	74900	80450	86000	91550

STATE: FLORIDA				2023 A	DJUSTED HO	ME INCOME	LIMITS		
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Homosassa Springs, FL MSA									
	30% LIMITS	13800	15750	17700	19650	21250	22800	24400	25950
	VERY LOW INCOME	22950	26200	29500	32750	35400	38000	40650	43250
	60% LIMITS	27540	31440	35400	39300	42480	45600	48780	51900
	LOW INCOME	36700	41950	47200	52400	56600	60800	65000	69200
Jacksonville, FL HUD Metro	FMR Area								
	30% LIMITS	18600	21250	23900	26550	28700	30800	32950	35050
	VERY LOW INCOME	31000	35400	39850	44250	47800	51350	54900	58450
	60% LIMITS	37200	42480	47820	53100	57360	61620	65880	70140
	LOW INCOME	49600	56650	63750	70800	76500	82150	87800	93500
Baker County, FL HUD Metro	FMR Area								
	30% LIMITS	18100	20650	23250	25800	27900	29950	32000	34100
	VERY LOW INCOME	30100	34400	38700	43000	46450	49900	53350	56800
	60% LIMITS	36120	41280	46440	51600	55740	59880	64020	68160
	LOW INCOME	48150	55000	61900	68750	74250	79750	85250	90750
Lakeland-Winter Haven, FL	MSA								
	30% LIMITS	15000	17150	19300	21400	23150	24850	26550	28250
	VERY LOW INCOME	25000	28600	32150	35700	38600	41450	44300	47150
	60% LIMITS	30000	34320	38580	42840	46320	49740	53160	56580
	LOW INCOME	40000	45700	51400	57100	61700	66250	70850	75400
Fort Lauderdale, FL HUD Me	tro FMR Area								
	30% LIMITS	20200	23050	25950	28800	31150	33450	35750	38050
	VERY LOW INCOME	33600	38400	43200	48000	51850	55700	59550	63400
	60% LIMITS	40320	46080	51840	57600	62220	66840	71460	76080
	LOW INCOME	53800	61450	69150	76800	82950	89100	95250	101400
Miami-Miami Beach-Kendall,	FL HUD Metro FMR	Area							
	30% LIMITS	21700	24800	27900	30950	33450	35950	38400	40900
	VERY LOW INCOME	36150	41300	46450	51600	55750	59900	64000	68150
	60% LIMITS	43380	49560	55740	61920	66900	71880	76800	81780
	LOW INCOME	57800	66050	74300	82550	89200	95800	102400	109000
West Palm Beach-Boca Raton	, FL HUD Metro FMF	R Area							
	30% LIMITS	20450	23400	26300	29200	31550	33900	36250	38550
	VERY LOW INCOME	34100	39000	43850	48700	52600	56500	60400	64300
	60% LIMITS	40920	46800	52620	58440	63120	67800	72480	77160
	LOW INCOME	54550	62350	70150	77900	84150	90400	96600	102850

STATE: FLORIDA				2023 A	DJUSTED HO	ME INCOME	LIMITS		
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Naples-Immokalee-Marco Isl	and, FL MSA								
	30% LIMITS	21000	24000	27000	29950	32350	34750	37150	39550
	VERY LOW INCOME	34950	39950	44950	49900	53900	57900	61900	65900
	60% LIMITS	41940	47940	53940	59880	64680	69480	74280	79080
	LOW INCOME	55900	63900	71900	79850	86250	92650	99050	105450
North Port-Sarasota-Braden	ton, FL MSA								
	30% LIMITS	19200	21950	24700	27400	29600	31800	34000	36200
	VERY LOW INCOME	32000	36600	41150	45700	49400	53050	56700	60350
	60% LIMITS	38400	43920	49380	54840	59280	63660	68040	72420
	LOW INCOME	51200	58500	65800	73100	78950	84800	90650	96500
Ocala, FL MSA									
	30% LIMITS	13850	15800	17800	19750	21350	22950	24500	26100
	VERY LOW INCOME	23050	26350	29650	32900	35550	38200	40800	43450
	60% LIMITS	27660	31620	35580	39480	42660	45840	48960	52140
	LOW INCOME	36900	42150	47400	52650	56900	61100	65300	69500
Orlando-Kissimmee-Sanford,	FL MSA								
	30% LIMITS	18450	21100	23750	26350	28500	30600	32700	34800
	VERY LOW INCOME	30750	35150	39550	43900	47450	50950	54450	57950
	60% LIMITS	36900	42180	47460	52680	56940	61140	65340	69540
	LOW INCOME	49150	56200	63200	70200	75850	81450	87050	92700
Palm Bay-Melbourne-Titusvi	lle, FL MSA								
	30% LIMITS	18100	20650	23250	25800	27900	29950	32000	34100
	VERY LOW INCOME	30100	34400	38700	43000	46450	49900	53350	56800
	60% LIMITS	36120	41280	46440	51600	55740	59880	64020	68160
	LOW INCOME	48150	55000	61900	68750	74250	79750	85250	90750
Panama City, FL MSA									
	30% LIMITS	16550	18900	21250	23600	25500	27400	29300	31200
	VERY LOW INCOME	27550	31500	35450	39350	42500	45650	48800	51950
	60% LIMITS	33060	37800	42540	47220	51000	54780	58560	62340
	LOW INCOME	44100	50400	56700	62950	68000	73050	78100	83100
Pensacola-Ferry Pass-Brent	, FL MSA								
_	30% LIMITS	17200	19650	22100	24550	26550	28500	30450	32450
	VERY LOW INCOME	28650	32750	36850	40900	44200	47450	50750	54000
	60% LIMITS	34380	39300	44220	49080	53040	56940	60900	64800
	LOW INCOME	45850	52400	58950	65450	70700	75950	81200	86400

STATE: FLORIDA				2023 A	ADJUSTED HO	ME INCOME	LIMITS -		
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Port St. Lucie, FL MSA									
	30% LIMITS	17800	20350	22900	25400	27450	29500	31500	33550
	VERY LOW INCOME	29650	33900	38150	42350	45750	49150		55950
	60% LIMITS	35580	40680	45780	50820	54900	58980		67140
	LOW INCOME	47450	54200	61000	67750	73200	78600	84050	89450
Punta Gorda, FL MSA									
	30% LIMITS	16100	18400	20700	23000	24850	26700	28550	30400
	VERY LOW INCOME	26850	30700	34550	38350	41450	44500	47600	50650
	60% LIMITS	32220	36840	41460	46020	49740	53400	57120	60780
	LOW INCOME	42950	49100	55250	61350	66300	71200	76100	81000
Sebastian-Vero Beach, FL MSA									
	30% LIMITS	16650	19000	21400	23750	25650	27550	29450	31350
	VERY LOW INCOME	27750	31700	35650	39600	42800	45950	49150	52300
	60% LIMITS	33300	38040	42780	47520	51360	55140	58980	62760
	LOW INCOME	44350	50700	57050	63350	68450	73500	78600	83650
Sebring, FL MSA									
	30% LIMITS	13800	15750	17700	19650	21250	22800	24400	25950
	VERY LOW INCOME	22950	26200	29500	32750	35400	38000	40650	43250
	60% LIMITS	27540	31440	35400	39300	42480	45600	48780	51900
	LOW INCOME	36700	41950	47200	52400	56600	60800	65000	69200
Tallahassee, FL HUD Metro	FMR Area								
	30% LIMITS	18100	20650	23250	25800	27900	29950	32000	34100
	VERY LOW INCOME	30100	34400	38700	43000	46450	49900	53350	56800
	60% LIMITS	36120	41280	46440	51600	55740	59880	64020	68160
	LOW INCOME	48150	55000	61900	68750	74250	79750	85250	90750
Wakulla County, FL HUD Met	ro FMR Area								
	30% LIMITS	17500	20000	22500	25000	27000	29000	31000	33000
	VERY LOW INCOME	29200	33400	37550	41700	45050	48400	51750	55050
	60% LIMITS	35040	40080	45060	50040	54060	58080	62100	66060
	LOW INCOME	46700	53400	60050	66700	72050	77400	82750	88050
Tampa-St. Petersburg-Clear	rwater, FL MSA								
	30% LIMITS	18250	20850	23450	26050	28150	30250	32350	34400
	VERY LOW INCOME	30450	34800	39150	43450	46950	50450	53900	57400
	60% LIMITS	36540	41760	46980	52140	56340	60540	64680	68880
	LOW INCOME	48650	55600	62550	69500	75100	80650	86200	91750

STATE: FLORIDA				2023 A	DJUSTED HO	ME INCOME	LIMITS		
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
The Villages, FL MSA									
_	30% LIMITS	16750	19150	21550	23900	25850	27750	29650	31550
	VERY LOW INCOME	27900	31900	35900	39850	43050	46250	49450	52650
	60% LIMITS	33480	38280	43080	47820	51660	55500	59340	63180
	LOW INCOME	44650	51000	57400	63750	68850	73950	79050	84150
Bradford County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Calhoun County, FL									
	30% LIMITS	13800	15750	17700	19650	21250	22800	24400	25950
	VERY LOW INCOME	22950	26200	29500	32750	35400	38000	40650	43250
	60% LIMITS	27540	31440	35400	39300	42480	45600	48780	51900
	LOW INCOME	36700	41950	47200	52400	56600	60800	65000	69200
Columbia County, FL									
	30% LIMITS	14600	16650	18750	20800	22500	24150	25800	27500
	VERY LOW INCOME	24300	27750	31200	34650	37450	40200	43000	45750
	60% LIMITS	29160	33300	37440	41580	44940	48240	51600	54900
	LOW INCOME	38850	44400	49950	55450	59900	64350	68800	73200
DeSoto County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Dixie County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Franklin County, FL									
	30% LIMITS	13750	15700	17650	19600	21200	22750	24350	25900
	VERY LOW INCOME	22900	26200	29450	32700	35350	37950	40550	43200
	60% LIMITS	27480	31440	35340	39240	42420	45540	48660	51840
	LOW INCOME	36650	41850	47100	52300	56500	60700	64900	69050

STATE: FLORIDA				2023	ADJUSTED HO	ME INCOME	LIMITS		
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Glades County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Gulf County, FL									
	30% LIMITS	13700	15650	17600	19550	21150	22700	24250	25850
	VERY LOW INCOME	22850	26100	29350	32600	35250	37850	40450	43050
	60% LIMITS	27420	31320	35220	39120	42300	45420	48540	51660
	LOW INCOME	36550	41750	46950	52150	56350	60500	64700	68850
Hamilton County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Hardee County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Hendry County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Holmes County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Jackson County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800

STATE: FLORIDA		2023 ADJUSTED HOME INCOME LIMITS							
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Lafayette County, FL									
	30% LIMITS	14200	16200	18250	20250	21900	23500	25150	26750
	VERY LOW INCOME	23650	27000	30400	33750	36450	39150	41850	44550
	60% LIMITS	28380	32400	36480	40500	43740	46980	50220	53460
	LOW INCOME	37800	43200	48600	54000	58350	62650	67000	71300
Liberty County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Madison County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Monroe County, FL									
	30% LIMITS	22800	26050	29300	32550	35200	37800	40400	43000
	VERY LOW INCOME	38000	43400	48850	54250	58600	62950	67300	71650
	60% LIMITS	45600	52080	58620	65100	70320	75540	80760	85980
	LOW INCOME	60800	69450	78150	86800	93750	100700	107650	114600
Okeechobee County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Putnam County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Suwannee County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800

U.S.	DEPARTMENT	of	HUD

STATE: FLORIDA				2023 A	DJUSTED HO	ME INCOME	LIMITS		
	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Taylor County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Union County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800
Washington County, FL									
	30% LIMITS	13500	15400	17350	19250	20800	22350	23900	25450
	VERY LOW INCOME	22500	25700	28900	32100	34700	37250	39850	42400
	60% LIMITS	27000	30840	34680	38520	41640	44700	47820	50880
	LOW INCOME	35950	41100	46250	51350	55500	59600	63700	67800