REQUEST FOR PROPOSAL

RFP – FORMAL/INFORMAL

SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA PINELLAS EPRO

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

ISSUE DATE: Friday, April 28, 2022

SOLICITATION NUMBER: 22-0379-P

SOLICITATION TITLE: ARPA Nonprofit Capital Project Fund

DEADLINE FOR WRITTEN QUESTIONS: Friday, May 6, 2022 by 3:00 PM Eastern Time

SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN PINELLAS EPRO WITHIN THE Q&A - TAB.

ALL SUBMITTALS ARE DUE BY: Thursday, May 19, 2022 by 3:00 PM Eastern Time

PRE-CONFERENCE INFORMATION: NOT APPLICABLE

SITE VISIT INFORMATION: NOT APPLICABLE

SOLICITATION CONTACT INFORMATION:
NAME: James Just
EMAIL: jjust@pinellascounty.org

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.

Please Note:
From time to time, addenda may be issued to this solicitation. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this solicitation.

Before submitting, you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

AUTHORIZED BY:

Merry Celeste, CPPB
Division Director of Purchasing and Risk Management
CONTRACTOR MUST COMPLETE THE FOLLOWING

CONTRACTORS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A CONTRACTOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, CONTRACTORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

CONTRACTOR NAME: ______________________________________________ (As shown on W-9)
DBA:   ______________________________________________ (If applicable)
MAILING ADDRESS: ______________________________________________ (As shown on W-9)
CITY / STATE / ZIP: ______________________________________________ (As shown on W-9)
CONTRACTOR EMAIL: ______________________________________________ (Primary Company Email Address)
REMIT TO NAME: ______________________________________________ (As Shown on contractors Invoice)
FEIN#:   ______________________________________________ (As shown on W-9)
PAYMENT TERMS: ____% ____DAYS, NET 45 (PER F.S. 218.73)

DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF $ _____________

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit dos.myflorida.com/sunbiz/ for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

CONTRACTOR CONTACT INFORMATION

CONTACT NAME: _______________________
PHONE NUMBER: _______________________
FAX NUMBER: _______________________
EMAIL ADDRESS: _______________________

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP EXCEPT AS NOTED BY EXCEPTION, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _______________________
PRINT NAME: _______________________
TITLE: _______________________

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE
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Attachment No. 1 - Needs Assessment Report

Services Agreement

Exhibit F - Contract Provisions ARPA
SECTION A - GENERAL CONDITIONS

1. CONTRACTOR SUBMISSION
   a. Submittals shall be uploaded utilizing Pinellas ePro procurement website. Failure to comply could result in the submittal being rejected.
   b. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS
   No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda shall become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

3. DESCRIPTION OF GOODS/SERVICES/SUPPLIES
   a. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
   b. Contractors are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
   c. Contractor submission shall include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

4. ALTERNATES
   Unless otherwise provided in the solicitation, alternatives may be included in the plans, specifications, and/or solicitation. When the County includes alternates in the solicitation, the contractor shall indicate on the submittal the cost of said alternate and sum to be deducted or added to the base pricing. Such alternates may or may not be accepted by the County. If approved, it is at the County’s discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the Pinellas ePro Q & A Tab prior to the question deadline and receive approval prior to the solicitation opening date in order to be considered for award.

5. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS
   In addition to all other rights of the County under Florida law, the County specifically reserves the following:
   a. Pinellas County reserves the right to rank contractors and negotiate with the highest-ranking contractor. Negotiation with an individual vendor does not require negotiation with others.
   b. Pinellas County reserves the right to select the contractor that it believes will serve the best interest of Pinellas County.
   c. Pinellas County reserves the right to reject any or all submittals. The respective constitutional officer, county administrator on behalf of the board of county commissioners or within their delegated financial approval authority, or director of purchasing, within their delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of the agreement.
   d. Pinellas County reserves the right to cancel the entire submittal.
   e. Pinellas County reserves the right to remedy or waive technical or immaterial errors in the solicitation or submittals received.
   f. Pinellas County reserves the right to request any necessary clarifications or revisions data without changing the terms of the solicitation.
g. Pinellas County reserves the right to require the contractor to perform the services required on the basis of the original submittal without negotiation.

6. EVALUATION CRITERIA

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible, and qualified submittals. Contractor shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their submittal. Each submission shall be evaluated and ranked by an Evaluation Committee. The contract will be awarded to the most qualified contractor, per the evaluation criteria listed in the Scope of Work of the solicitation.

7. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparations and submissions to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the contractor(s). No payment will be made for any responses received, or for any other effort required of, or made by, the contractor(s) prior to contract commencement unless otherwise specified in the Scope of Work in this solicitation.

8. ORAL PRESENTATION

An oral presentation may be requested of any contractor, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in the Scope of Work of the RFP. The most qualified contractor as determined by evaluation process shall proceed with the contracting process.

9. CONFLICT OF INTEREST

a. The contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that no person having any such interest shall be employed during the agreement term and any extensions. In addition, the contractor shall not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.

b. The contractor shall promptly notify the County’s representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor’s judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.

c. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

10. WITHDRAWAL OF PROPOSAL

The submittal may be withdrawn prior to the bid opening date; however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.
SECTION A - GENERAL CONDITIONS

11. LATE PROPOSAL OR MODIFICATIONS
   a. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
   b. Modifications in writing received prior to the time set for the submittal will be accepted.

12. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR
   Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

13. JOINT VENTURES
   All contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes).
   Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

14. PROVISION FOR OTHER AGENCIES
   Unless otherwise stipulated by the contractor(s), the contractor(s) agree to make available to all Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this solicitation. Eligible users shall mean all State of Florida Agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the agreement.

15. COLLUSION
   The contractor, by affixing his signature to this proposal, agrees to the following: "Contractor certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

16. STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES
   Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any agreement awarded to contractor will be subject to termination by the County if contractor fails to comply or to maintain such compliance.

17. COUNTY INDEMNIFICATION / VARIANCE FROM STANDARD TERMS & CONDITIONS
   Contractor agrees to indemnify, pay the cost of defense, including attorney’s fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney’s fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers’ Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the “ADA”) except when such injury, damage, or violation was caused by the sole negligence of the County.
18. VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated in this section apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over this section, and should be fully understood by contractors prior to submitting on this requirement.

19. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voice/tdd) fax 727-464-4157, not later than seven days prior to the proceeding.

20. PROCUREMENT POLICY FOR RECYCLED MATERIALS

a. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

b. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

c. On all quotes over fifty thousand dollars ($50,000) and informal quotes under fifty thousand dollars ($50,000), or as required by law, the Director of Purchasing and Risk Management shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

d. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

Definitions for Recycled Materials:

**Recovered Materials:** Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

**Recycled Materials:** Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial, or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

**Postconsumer Materials:** Materials which have been used by a business or a consumer and have served their intended end use and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

21. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the contractor. When approved by the County as an amendment to this agreement and authorized in writing, the contractor shall provide such additional requirements as may become necessary.

22. AGREEMENT

In addition to being subject to all terms and conditions in this solicitation, all responses are subject to the terms and conditions in the agreement attached to the solicitation. Additional or modified terms and conditions in the agreement may be necessary depending on the responses to the solicitation, including any exceptions stated by the contractor as required by Section A, PREPARATION OF SUBMITTAL of this solicitation. However, the County may reject any exception proposed by the contractor and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.
23. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS

Contractors shall use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

24. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials constitute a trade secret, and contractor shall provide an additional copy of the contractor's submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor's signature page, contractor acknowledges and agrees:

i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;

ii. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;

iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.

iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total contractor prices, the work, services, project, goods, and/or products to be provided by contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the contractor is not acceptable to the County and will result in a determination that the contractor's submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

25. LOBBYING

"Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection
process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director."

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

26. PROTEST PROCEDURE

As per Section 2-162 of County Code

a. Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed."

b. "Posting. The purchasing department shall post the recommended award on or through the departmental website."

c. Requirements to protest.

1. "If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."

2. "If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."

3. "The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."

4. "A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer."
d. "Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."

e. "Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."

f. "Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."

g. "Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."

h. "Review of director's decision."

   1. "The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the director."

   2. "The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."

i. "Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

27. PUBLIC RECORDS – CONTRACTOR’S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners
Purchasing and Risk Management Division
400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756
Public Records Liaison
Phone: 727-464-4485
Email: jpeters@pinellascounty.org
28. E-VERIFY

The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor shall not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

29. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement shall be considered a material breach and shall serve as ground for immediate termination of the agreement.

30. TRUTH IN NEGOTIATIONS:

The contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Further, the original agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.
SECTION B – SPECIAL CONDITIONS

1. INTENT
   In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for ARPA Nonprofit Capital Project Fund Services, as and when required.

2. CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS - AMERICAN RESCUE PLAN ACT (ARPA):
   This solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the provisions provided in the Services Agreement, Exhibit F, as applicable to the services provided.

3. CONTRACT BUDGET:
   The total budgetary award is capped at $18,309,091.00 inclusive of 6% indirect cost allowance of $1,036,364.00. The awarded Contractor may earn compensation up to 2% of the aggregate amount distributed to nonprofit organizations, $17,272,727.00, with a maximum reimbursement of $345,455.00.

4. PROPOSAL REQUIREMENTS
   Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the County to evaluate the Proposer’s qualifications, as well as the methods, manner, proposed completion schedule if applicable, and the cost to complete the Section E Scope of Work:
   a. A separate statement describing the Proposer’s qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services. Also include the reference information requested in Section D.
   b. A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work set out in Section E.
   c. A separate proposed Statement of Work (Proposer’s Statement of Work) that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer’s Statement of Work shall be in a form that can be incorporated into the Services Agreement as an Exhibit at the County’s option.
   d. The proposed compensation to be paid by the County for the services identified in the Statement of Work, including the methodology for determining the compensation. Proposer must include SECTION F – PROPOSAL SUMMARY COMPENSATION in their submittal.
   e. Any exceptions to any section of this RFP.

5. PRICING/PERIOD OF CONTRACT
   Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period of date of contract award through December 31, 2026; and any extension thereof.

6. TERM EXTENSION(S) OF CONTRACT
   The contract may be extended subject to written notice of agreement from the County and successful bidder, for one (1) additional one (1) year period beyond the primary contract period. The extension shall be exercised only if all prices, terms, and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.
SECTION B – SPECIAL CONDITIONS

7. FEES AND EXPENSES

The agreed to compensation will include all standard day-to-day administrative, overhead, and internal expenses; including, but not limited to:

| Costs of bonds and insurance premiums as required by this RFP | Computer/software |
| Support | Equipment and usage |
| Office supplies | Telephone charges |
| Safety equipment | Emails |
| Consumables | Electronic data transmission fees |
| Other consulting services | Standard copier usage |
| Special presentations | Fax charges |
| Regular and certified postage | Travel, per diem and lodging charges, unless otherwise agreed to by the county in the services agreement |

8. PRE-COMMENCEMENT MEETING

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

9. PROPOSAL SUBMITTAL COPIES

The preferred method is PDF conversion from the Proposer’s source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

How do I convert my files to PDF format?

**Answer** - If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

Should I scan everything and save as PDF?

**Answer** - Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as “clean” or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

10. BREACH OF CONTRACT

Failure of Contractor to perform any of the services required by this contract within 10 days of receipt of written demand for performance from the County shall constitute breach of contract.
SECTION C – INSURANCE REQUIREMENTS

SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. INSURANCE

The Agency must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Agency shall obtain and maintain, and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Agency shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

2. INDEMNIFICATION:

Agency agrees to indemnify, pay the cost of defense, including attorney’s fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney’s fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers’ Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the “ADA”) except when such injury, damage, or violation was caused by the sole negligence of the County.

A. Submittals should include the Agency’s current Certificate(s) of Insurance. If Agency does not currently meet insurance requirements, Agency shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Agency for award, the selected Agency shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).

The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.

B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Quote and/or contract period.

C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Agency of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Agency or their agent prior to the expiration date.

1) The Agency shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Agency from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Agency of this requirement to provide notice.

2) Should the Agency, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
D. If subcontracting is allowed under this Quote, the Primary Agency shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than $500,000 for Workers’ Compensation/Employers’ Liability, and $1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Agency and its subcontractor shall be in writing and are subject to the County’s prior written approval. Further, all subcontracts shall

1) Require each subcontractor to be bound to the Agency to the same extent the Agency is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor;

2) Provide for the assignment of the subcontracts from the Agency to the County at the election of Owner upon termination of the Contract.

3) Provide that County will be an additional indemnified party of the subcontract.

4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.

5) Provide a waiver of subrogation in favor of the County and other Insurance terms and/or conditions as outlined below.

6) Assign all warranties directly to the County; and

7) Identify the County as an intended third-party beneficiary of the subcontract. The Agency shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity’s name that responded to the solicitation and/or is signing the agreement with the County.

2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Agency.

3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

1) **Workers’ Compensation Insurance** Worker’s Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker’s Compensation Insurance is required, employer’s liability, also known as Worker’s Compensation Part B, is also required in the amounts set forth herein.

   **Limits**

<table>
<thead>
<tr>
<th>Employers’ Liability Limits</th>
<th>Florida Statutory</th>
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<tbody>
<tr>
<td>Per Employee</td>
<td>$ 500,000</td>
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<tr>
<td>Per Employee Disease</td>
<td>$ 500,000</td>
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<tr>
<td>Policy Limit Disease</td>
<td>$ 500,000</td>
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</table>
SECTION C – INSURANCE REQUIREMENTS

If Agency/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker’s Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2) **Commercial General Liability Insurance** including, but not limited to, Independent Agency, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No exclusions for physical abuse or sexual molestation.

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<tr>
<th>Limits</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Combined Single Limit Per Occurrence</td>
<td>$1,000,000</td>
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<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
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<tr>
<td>Personal Injury and Advertising Injury</td>
<td>$1,000,000</td>
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<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
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3) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

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<tr>
<th>Limits</th>
<th>Amount</th>
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<tr>
<td>Each Occurrence</td>
<td>$2,000,000</td>
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<tr>
<td>General Aggregate</td>
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For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

4) **Crime/Fidelity/Financial Institution Insurance** coverage shall include Clients’ Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

<table>
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<th>Limits</th>
<th>Amount</th>
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<tr>
<td>Each Occurrence or Claim</td>
<td>$1,000,000</td>
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<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
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5) **Property Insurance** Agency will be responsible for all damage to its own property, equipment and/or materials.
### SECTION D – CONTRACTOR REFERENCES

The following information is required in order that your proposal may be reviewed and properly evaluated.

- **COMPANY NAME:** ___________________________________________________________________________
- **LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS:** ____________________________________________
- **BUSINESS ADDRESS:** _______________________________________________________________________
- **HOW LONG IN PRESENT LOCATION:** ___________________________________________________________
- **TELEPHONE NUMBER:** _______________________________________________________________________
- **FAX NUMBER:** _____________________________________________________________________________
- **TOTAL NUMBER OF CURRENT EMPLOYEES:** _______ FULL TIME _________ PART TIME
- **NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT:** __________

All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Bidders must have experience in work of the same or similar nature and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

**Either Local Commercial or Governmental Reference(s) (Pinellas County Government references will not be accepted) that you have previously performed similar contract services for:**

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SECTION E – SCOPE OF WORK

A. OBJECTIVE:
The Pinellas County Government received its allocation of the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) on August 12, 2021. On January 11, 2022, the Board of County Commissioners approved a Spending Plan for the SLFRF Spending Plan. The Spending Plan includes the Pinellas ARPA Nonprofit Capital Projects Fund (Fund), comprising about 10% of the overall SLFRF allocation, which is approximately $19 million.

This Request for Proposal (RFP) is intended to identify and secure a contract with a non-profit organization who demonstrates experience and capacity to administer the Fund on behalf of the County. The Fund is a $18,309,091.00 fund established to assist local nonprofits to acquire, refurbish or build capital assets intended to increase the nonprofit recipient's capacity to serve its clients within the community. The Contractor shall be responsible for the acceptance and maintenance, disbursement, accounting, and reporting of the Fund during the period of the agreement, which will be approximately from the time the agreement is signed until December 31, 2026, with the option for extension. The Contractor shall ensure the Fund is administered in compliance with the ARPA SLFRF Final Rule and other applicable legislation and regulations.

B. MINIMUM QUALIFICATIONS:
To qualify for the award, an applicant must have the following minimum qualifications:

1. A nonprofit organization with at least 5 years of experience
2. Demonstrated ability to administer federal grants
3. Demonstrated ability to administer grant programs to assist recipient nonprofits
4. Demonstrated history of administering grant technical assistance programs to nonprofits for at least three years.
5. The County seeks an organization which has an online funding application process which can track expenditures and ARPA SLFRF reporting requirements.

C. SCOPE OF WORK:
The Contractor will need to comply with the ARPA SLFRF requirements that are included in the attached sample agreement under Exhibit F which are incorporated and will be included in the final executed agreement.

The Contractor will design and administer the ARPA Nonprofit Capital Project Fund on behalf of the County to meet the objectives set out in the ARPA SLFRF Final Rule and to meet the needs of the nonprofit applicants set out in the attached Needs Assessment Report (Attachment No. 1) commissioned by the County.

D. DELIVERABLES:
1. Receive and custody funds based on quarterly, reasonable projections of need.

2. Allocate $2,000,000 of the funds for small capital purchases and disburse said funds to qualified applicants ("GRANTEES") on a rolling basis and allocate the remainder for large capital projects that are disbursed to GRANTEES on a competitive basis. Qualified applicants are those 501(c)(3) organizations that operate in Pinellas County that meet the County’s definition of an impacted or disproportionately impacted nonprofit.

3. In regard to the small capital purchases, AGENCY shall disburse funds to qualifying GRANTEES on a rolling basis for small capital purchases (e.g., vehicles and equipment) below $500,000.

4. In regard to the large capital asset fund for awards greater than $500,000:
   a. AGENCY must implement an electronic competitive award process to accept and evaluate capital project proposals from local not-for-profit, 501c3 organizations currently delivering services within Pinellas County and award funding to successful applicants ("GRANTEES") to assist the nonprofits in responding to the public
health and negative economic impacts of the pandemic in delivering community services due to the COVID-19 pandemic

b. AGENCY will evaluate each application to determine eligibility of the project under the guidelines of the ARPA Final Rule, perform a rank and review process for selection of awards. The AGENCY shall provide the award recommendations consisting of a summary, funding amounts, and supporting rank and review documentation to the COUNTY. The COUNTY will approve projects and inform the AGENCY to proceed

c. AGENCY will clearly identify that the approved projects Capital and award funding to Pinellas County GRANTEES as a beneficiary of the funds.

d. Upon approval to proceed, the AGENCY will execute an award agreement with the GRANTEES and will coordinate necessary funding for projects to commence.

e. AGENCY will work with the COUNTY to facilitate preview of the applications for compliance with the American Rescue Plan Act in parallel to rank and review.

f. AGENCY will work with the COUNTY for representation on the rank and review process.

g. There will be no appeal process available for an applicant who is denied an award or for GRANTEES receiving partial funding.

h. AGENCY must publicly advertise the competitive solicitation and will facilitate appropriate public access to award decision meetings. AGENCY is not inherently subject to F.S. 286.011 (“Sunshine Law”) and the parties do not intend this Agreement to subject any meetings or other deliberations of the AGENCY including pursuant to this Agreement to the Sunshine Law requirements as this Agreement does not delegate any governmental or legislative authority to AGENCY.

i. AGENCY must maintain on their public website, information on the award committee, awarded projects, and progress of the Fund.

j. AGENCY must ensure award agreements are sufficient to effectively monitor compliance and deliver capital projects under the American Rescue Plan Act. This includes, but is not limited to:

   i. AGENCY award agreements must provide for compliance to all rules and guidelines of the American Rescue Plan Act including certifications and/or attestations of compliance where appropriate. AGENCY must clearly distinguish between subrecipients and beneficiaries and incorporate the COUNTY language and references into the award agreements for subrecipient awards.

   ii. GRANTEES will be required to submit documentation to the AGENCY to support expenditures. Additional reporting and documentation may be requested as needed for American Rescue Plan Act State and Local Fiscal Recovery Funds compliance.

   iii. Agreements may allow for reimbursement of approved costs associated with the purchase, refurbishment, or construction of capital assets from date of executed award until December 31, 2026, beyond what an organization had budgeted at the beginning of their fiscal year. GRANTEES shall demonstrate these capital expenditures and shall attest to accuracy of capital project costs, that the capital project costs are not otherwise reimbursable by a different federal source, and that they are to address a public health and negative economic impact to the GRANTEE in compliance with the American Rescue Plan Act.

   iv. AGENCY must require GRANTEES identify and budget for all future perpetual costs associated with proposed Capital Project and identify source(s) of future non-County revenues to cover costs. GRANTEE budgets submitted which have unidentified source(s) of revenue or include County revenue as part of ongoing future costs shall be ineligible for funding.

   v. AGENCY must require GRANTEES to have the administrative capacity to effectively manage and deliver service, maintain records, and provide reporting and accurate invoice reconciliation. The AGENCY shall verify the administrative capacity of an organization or shall facilitate lead agency models when necessary for compliance.
vi. AGENCY must work with GRANTEES to establish clear unit cost basis or measurable performance basis for budgets where appropriate.

vii. AGENCY agreements must require reimbursement of all unspent or improperly spent funds awarded to GRANTEES be refunded to the AGENCY to comply to reimbursement to COUNTY in accordance with Section 6(b).

viii. AGENCY will provide a final GRANTEE award agreement template to the COUNTY for review and approval of language.

ix. AGENCY will work with COUNTY to develop guiding FAQs for GRANTEES that clearly explains allowable and non-allowable expenditures with examples and advises GRANTEES to seek guidance when unclear prior to spending funds.

l. AGENCY must provide the COUNTY with weekly and monthly reporting received from the GRANTEES and awarded projects.

m. AGENCY must maintain detailed accounting and tracking of expenditure levels for regular reporting to the COUNTY including amount advanced by GRANTEE, amount invoiced, and balance of advance remaining.

n. AGENCY must monitor award compliance and progress in delivering projects.

o. AGENCY must monitor funding and projects in compliance with federal rules and guidance for American Rescue Plan Act funding. This includes review of expenditures and services to ensure appropriate to the award and compliance with the American Rescue Plan Act.

p. AGENCY must provide COUNTY with a list of all awarded and non-awarded proposals received and copies of all proposals and agreements resulting from this program.

q. AGENCY shall participate in bi-weekly update meetings with COUNTY representatives to review program progress and operation.

r. AGENCY shall maintain a public-facing website advertising the Pinellas County ARPA Capital Projects Fund.

s. AGENCY shall provide an online application portal for receipt of applications.

6. Provide full accounting of fund disbursement in accordance with the Uniform Guidance and SLFRF Final Rule, including the Compliance and Reporting Guidance.

7. Meet with County representatives bi-weekly to review program progress and operation.

8. Provide quarterly Project and Financial reports to Pinellas County OMB for inclusion in County reporting to Treasury.

9. Provide quarterly performance reports to Pinellas County OMB to track outcomes related to increased service capacity of Recipient organizations.

10. Ensure award agreements are sufficient to effectively monitor compliance and deliver services under the American Rescue Plan Act (ARPA). This includes, but is not limited to:

   a. Conduct monitoring of GRANTEES to ensure compliance with ARPA SLFRF Final Rule and Uniform Guidance.

   b. Maintain proper accounting records and documentation for audit readiness.
SECTION E – SCOPE OF WORK

E. EVALUATION CRITERIA:

Listed below are the criteria that will be used by the County to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following evaluation criteria:

1. Qualifications (350 Points)
   A separate statement describing the Proposer’s qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.
   a) Provide information documenting the firm’s public agency or nonprofit organization status.
   b) Provide the firm’s history of administering assistance programs to nonprofits for at least three years.
   c) Identify the primary contact who will be actively engaged in serving the client account and identify the current client workload of this individual by counties, cities, special districts, and other as may apply.
   d) Describe the firm’s experience with administering federal grants and ability to assist recipient nonprofits
   e) Describe the firm’s online process to gather applications and track financial data.

2. Approach (300 Points)
   A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work.
   a) Provide a description of the firm’s general approach to the proposed scope of services. Include team organization, staff assignments, schedules, quality assurance and accountability.
   b) Provide relevant availability guidelines and/or the average time between request for meetings and actual attendance for current clients. Discuss the availability of the primary contact relative to current and future client workload. Include for each individual the estimated number of hours that will be contributed to this project and in what capacity they would serve on this project. Include information on supervisory personnel. Capacity for meeting the Pinellas County’s needs cannot be diminished due to the contractor having multiple clients and/or other contractual obligations.

3. Statement of Work (200 Points)
   A separate proposed Statement of Work that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer’s Statement of Work shall be in a form that can be incorporated into the Services Agreement at the County’s option.

4. Compensation (100 Points)
   The proposed compensation to be paid by the County for the services identified in the Statement of Work, including the methodology for determining the compensation. Proposer must include SECTION F - PROPOSAL SUMMARY COMPENSATION in their submittal.

5. No Exceptions to RFP (50 Points)
   Proposer is advised that exceptions to any terms and conditions contained in this RFP, or the Services Agreement must be stated with specificity in its response to the RFP. The points available under this criterion will be deducted if the Proposer takes exception to any language to this RFP package. Failure to provide exceptions with the submittal shall result in the mandatory acceptance of the agreement as submitted herein by default. Exceptions must be submitted on a separate sheet titles exceptions.
The total budgetary award is capped at $18,309,091.00 inclusive of 6% indirect cost allowance of $1,036,364.00.

The awarded Contractor may earn compensation up to 2% of the aggregate amount distributed to nonprofit organizations, $17,272,727.00, with a maximum reimbursement of $345,455.00.

The proposed compensation to be paid by the County for the services identified in the Proposers Statement of Work:

<table>
<thead>
<tr>
<th>(A) Percentage of Fund</th>
<th>(B) ARPA Nonprofit Capital Projects Fund</th>
<th>Total (&quot;A&quot; x &quot;B&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________%</td>
<td>$18,654,545.00</td>
<td>$______________</td>
</tr>
</tbody>
</table>

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 [www.flsenate.gov/Laws/Statutes/2011/607.1501](http://www.flsenate.gov/Laws/Statutes/2011/607.1501).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit [dos.myflorida.com/sunbiz/](http://dos.myflorida.com/sunbiz/) for this information on how to become registered.

__________________________________
Name / Title Authorized Agent

_______________________________
Signature

_______________________________
Date

Company Name
**SECTION F – PROPOSAL SUMMARY**

**ITEMS TO BE RETURNED WITH PROPOSAL:**

Proposal Organization: Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, Criterion, section, or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

| Section 1 | Proposal Signature Page (RFP Page 2) |
| Section 2 | Cover Letter indicating Proposer meets all requirements outlined in the RFP. |
| Section 3 | Proposal submittal:  
  - Tab 1 - Qualifications  
  - Tab 2 - Approach  
  - Tab 3 - Statement of Work  
  - Tab 4 – Compensation (SECTION F – PROPOSAL SUMMARY COMPENSATION)  
  - Tab 5 - Exceptions to RFP - Signed statement, noting any and all exceptions to the County’s terms and conditions |
| Section 4 | Section D - Vendor References |
| Section 5 | Forms  
  - ePayables Form  
  - W-9 Form  
  - Addendum Acknowledgement Form (RFP Section G, if Applicable)  
  - Certificates of Insurance  
  - APPENDIX 1 – E-VERIFY AFFIDAVIT |
ELECTRONIC PAYMENT (EPAYABLES)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See above.

Would your company accept to participate in the ePayables credit card program?
Yes _____ No _____

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase/

__________________________________________________
Company Name

__________________________________________________
Signature

__________________________________________________
Printed Signature

__________________________________________________
Phone Number

__________________________________________________
Email
**W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION**

*Instructions to form W-9 available upon request*

The contractor must complete and submit to the County Form W-9 available: Through the following link:


Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.
SECTION G - ADDENDUM

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

<table>
<thead>
<tr>
<th>ADDENDA NO.</th>
<th>SIGNATURE/PRINTED NAME</th>
<th>DATE RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm’s proposal.

Information regarding addenda issued is available on the Pinellas ePro website, [www.ebids.pinellas.gov/bsol](http://www.ebids.pinellas.gov/bsol), listed under the bid attachments.
SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please complete this form. Thank you.

We, the undersigned have declined to submit a bid for No. 22-0379-P for ARPA Nonprofit Capital Project Fund Subrecipient.

_______ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
_______ Insufficient time to respond to the Invitation to Bid.
_______ We do not offer this product or service.
_______ Our schedule would not permit us to perform.
_______ Unable to meet specifications.
_______ Unable to meet Bond requirement.
_______ Specifications unclear (explain below).
_______ Unable to Meet Insurance Requirements.
_______ Remove Us from Your "Notification List" Altogether
_______ Other (specify below).

REMARKS:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

COMPANY NAME:_____________________
DATE:_____________________
SIGNATURE:_____________________
TYPED NAME OF ABOVE:_____________________
TELEPHONE:_____________________
FAX:_____________________
COMPANY EMAIL:_____________________
APPENDIX 1 – E-VERIFY AFFIDAVIT

I hereby certify that ___________________________ [insert 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 verified through the E-Verify system.

A true and correct copy of ___________________________ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature:______________________________
Print Name:______________________________
Date:______________________________
Federal Work Authorization User Identification No.:______________________________
Name of Pinellas County Contract and Contract No.:____________________________

STATE OF FLORIDA COUNTY OF ________________
The foregoing instrument was acknowledged before me by means of 1) physical presence __ or 2) online notarization __, this __________________________ (date) by ____________________________ (name of officer or agent, title of officer or agent) of _____________________________________ (name of contractor company acknowledging), a ____________________________________ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced __________________________________ (type of identification) as identification.

[Notary Seal]

Notary Public:_________________________________________
Name typed, printed, or stamped:_________________________________________
My Commission Expires:_________________________________________
Pinellas County Nonprofit Capital Project Grant Program Needs Assessment

Hagerty Consulting, Inc.

March 2022

PREPARED BY:
Hagerty Consulting, Inc.
1618 Orrington Ave, Suite 201
Evanston, IL 60201
847-492-8454
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Project Overview

Pinellas County, Florida (“the County”) received approximately $189 million in American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF). Of the total allocation, the County has appropriated $19 million to support the capital needs of local nonprofits as they support Pinellas County’s COVID-19 Recovery and continue to provide critical services to the community. The County engaged Hagerty Consulting to conduct a needs assessment consisting of a survey and listening sessions with Pinellas County nonprofits to capture their needs for capital funding as the community recovers from the COVID-19 pandemic. The results from the needs assessment will be used to inform the County on key elements for program design and implementation. Prior to conducting a needs assessment for the Pinellas County Nonprofit Capital Projects Grant program, Hagerty worked with the County to identify the following goals of the needs assessment:

1. Assess how local nonprofit organizations’ missions, strategic visions, long-term needs, and sustainability plans were impacted by the COVID-19 public health emergency.
2. Identify potential capital project needs that, if addressed, would enable nonprofit organizations to continue serving the community amid and beyond the COVID-19 public health emergency.
3. Determine whether nonprofit organizations rebounding from the financial impacts of the COVID-19 crisis may have the capacity to contribute to a match grant.
4. Utilize the results of the needs assessment to design a nonprofit capital projects fund program.

Project Process

This work has been guided by the Nonprofit Capital Projects Grant Advisory Group, a committee of Pinellas County staff who are providing feedback to the County’s lead program manager to design and implement the Pinellas County Nonprofit Capital Projects Grant program.

A total of 124 nonprofits participated in a survey launched in January of 2022 and 48 nonprofits participated in listening sessions held in February of 2022.

- Survey links were sent to 608 nonprofits and community partners.
- From January 12-26, 124 unique nonprofits responded.
- Data was analyzed to drive listening session design.
- Listening sessions were designed with consultation of the Nonprofit Capital Projects Grant Advisory Group.
- Invitations were sent to all survey respondents that indicated they were willing to provide more information.
- Five listening sessions were held with Health Services, Food Security, Child and Education Services, Housing and Homelessness Support, and Other nonprofit organizations to understand their capacity.
**Key Takeaways**

1. The impact of the COVID-19 pandemic on Pinellas County nonprofits was severe. About 1/3rd of respondents said more services were needed (with countywide feeding nonprofits reporting their services more than doubled since the pandemic), with about a 1/3rd also saying they had to cut services. Nonprofits reported reductions in revenue and difficulties maintaining staff and volunteers.

2. Nonprofits reported needs for new facilities, facility upgrades, and vehicles. Some reported a need for Information Technology (IT) services and equipment, especially to support continuums of care.

3. Approximately 60 percent of nonprofit respondents said they could match up to 0-20% of a grant up to $100,000. Nearly a quarter reported the ability to match more than 50% of a grant up to $100,000.

4. Nonprofit organizations report they can complete projects with these funds within the timeframe (assuming an application is launched in April 2022 and funds must be spent by 2026). Several nonprofit organizations indicated they have shovel-ready projects.

5. Nonprofits had concerns about administration. While many said they had the technical capacity, they wanted to know if program funds could be used for administration. They also indicated a need for guidance and training upfront.
Funding Overview

American Rescue Plan Act of 2021

The American Rescue Plan Act of 2021 is an emergency legislative package designed to facilitate nationwide recovery from the devastating economic and health impacts of the COVID-19 public health emergency. The bill allocates $350 billion to state, local, territorial, and tribal governments (SLTT), including:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Use Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$195 BILLION</td>
<td>for States and Washington D.C.</td>
</tr>
<tr>
<td>$65 BILLION</td>
<td>for Counties (allocation by population)</td>
</tr>
<tr>
<td>$46.5 BILLION</td>
<td>for Metropolitan Cities (generally 50k+ population)</td>
</tr>
<tr>
<td>$19.6 BILLION</td>
<td>for Non-Entitlement Units of Government</td>
</tr>
<tr>
<td>$20.0 BILLION</td>
<td>for Tribal Governments</td>
</tr>
<tr>
<td>$4.5 BILLION</td>
<td>for Territories</td>
</tr>
</tbody>
</table>

Official Guidelines for Federal Recovery Funds (FRF) Spending

The “Final Rule” —the official guidance document issued by the United States Treasury in January 2022, to implement the Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act—explains that the funds are intended to provide resources to SLTT governments to respond to the COVID-19 public health emergency and its economic impacts and rebuild a stronger, more equitable economy.

The key objectives of the SLFRF provisions are to:

» Support the urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the COVID-19 pandemic under control.

» Replace lost revenue for eligible recipients to strengthen support for vital services and help retain jobs.

» Support immediate economic stabilization for households and businesses.

» Address systemic public health and economic challenges that have contributed to the unequal impact of the COVID-19 pandemic on certain populations.

Eligible Uses and Period of Performance

The Final Rule establishes a framework for determining the types of programs and services eligible under FRF. FRF must be used in one of the four eligible use categories specified in the Final Rule:
Within the categories of eligible uses, recipients have broad flexibility to decide how best to deploy funding to meet community needs. Use of SLFRF is forward-looking, as the Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021, and must be obligated by December 31, 2024. To provide recipients with a reasonable amount of time to complete projects funded with SLFRF, recipients have until December 31, 2026, to expend all funds.

Ineligible Uses of Funding

In addition to the statutory conditions on the eligible uses of the SLFRF, the Final Rule clarifies types of uses that do not fall within these four categories. The Final Rule provides that recipients may not use SLFRF:

- To make a deposit to a pension fund.
- To reduce net tax revenue.
- To fund debt service costs, legal settlements, or judgments.
- To contribute to rainy day funds or similar financial reserves.
- For a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that undermine COVID-19 mitigation practices in line with the Centers for Disease Control and Prevention (CDC) guidance and recommendations).
- To fund other general infrastructure spending outside of water, sewer, and broadband investments or the amount allocated under the revenue lost provision.
- For the construction of new correctional facilities as a response to an increase in the rate of crime.
- For the construction of new congregate facilities to decrease the spread of COVID-19 in the facility.
- For the construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries.
Phase 1: Nonprofit Survey

Overview and Background
Pinellas County conducted a survey of local nonprofits in January of 2022. This survey explored several topics to get a baseline of how the COVID-19 pandemic was impacting local nonprofits and identify their recovery needs.

Survey Design and Distribution
Survey questions were drafted that would help the County understand nonprofit's capital needs, such as facility investments, vehicles, and refrigerators (see questions in Appendix 1: Survey Questions). To ensure that the survey captured the full breadth of needs, open-ended questions were also asked. The survey questions were reviewed by the Nonprofit Capital Projects Grant Advisory Group. The survey was designed to be taken in 15 minutes or less.

The County sent the survey to 608 nonprofit partner organizations in Pinellas County in January of 2022. The survey was hosted through SurveyMonkey and remained open from January 12 – 26, 2022. During the open period, an email reminder was sent to nonprofits and County staff encouraged nonprofits to provide feedback.

Respondents
Pinellas County received a total of 124 responses, including one completed in print, which the team entered into the survey data directly. Some organizations answered multiple times and their answers were combined to create one survey per nonprofit respondent. All unique nonprofit responses were analyzed. Of the total respondents:

» Nearly half have budgets under $500,000; about a quarter have budgets over $5 million.
» About 75% have 0-50 employees.
» Each of the services below is offered by at least 20 nonprofit respondents
  » Food Security
  » Health and Behavioral Health
  » Education and Child Services
» 118 respondents indicated they are interested in providing more input.
To assist in discussion and analysis, Hagerty has grouped the respondents as shown below.

<table>
<thead>
<tr>
<th>Description by Organization Size and Budget</th>
<th>Employee Count</th>
<th>Budget</th>
<th>Count of Nonprofits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small with Small Budget</td>
<td>0-50</td>
<td>&lt; $500k</td>
<td>52</td>
</tr>
<tr>
<td>Small with Medium Budget</td>
<td>0-50</td>
<td>$500k - $1m</td>
<td>19</td>
</tr>
<tr>
<td>Small with Large Budget</td>
<td>0-50</td>
<td>$1m+</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>50-100</td>
<td>$5m+</td>
<td></td>
</tr>
<tr>
<td>Medium with Medium Budget</td>
<td>50-100</td>
<td>$1m - $5m</td>
<td>3</td>
</tr>
<tr>
<td>Medium with Large Budget</td>
<td>100-1,000</td>
<td>$5m+</td>
<td>17</td>
</tr>
<tr>
<td>Large with Small Budget</td>
<td>1,000+</td>
<td>&lt;$500k</td>
<td>1</td>
</tr>
<tr>
<td>Large with Large Budget</td>
<td>1,000+</td>
<td>$5m+</td>
<td>2</td>
</tr>
</tbody>
</table>

*Table 1: Respondent Categories*

**Respondents by Annual Budget**

*Figure 1: Respondents by Annual Budget*
Respondents by Employee Count

Many respondents reported offering more than one service, thus the bars below add up to more than 124 respondents.

Respondents by Services Offered

Figure 2: Respondents by Employee Count

Figure 3: Respondents by Services Offered
Survey Responses

The survey revealed Pinellas County nonprofits' capital needs range and were significantly impacted by the COVID-19 pandemic. While COVID-19 caused an increase in the need for services, nonprofits had to reduce services due to budget shortfalls. Many had to cope with reductions in staff availability and funding while addressing these challenges. Notably, nonprofit food pantries identified an extreme increase in service needs. Nonprofits across the board stated they need to invest in buildings and facility upgrades. Information collected from the survey can help ground the design of the program and guide the next phase of data collection. Findings are grouped into three sections below – Impacts of COVID-19, Nonprofit Capital Needs, and Program Design.

Impacts of COVID-19

Nonprofit organizations were asked one open-ended question to determine the impacts of COVID-19 on their organization. Each response and statement were categorized and counted based on how many respondents made that statement. The statements below were all made by 20% or more of respondents. Responses made by 50% or more of respondents in a given size group from Table 1: Respondent Categories are also included. Some respondents provided more than one response.

<table>
<thead>
<tr>
<th>Budget</th>
<th>There was an increase in need for services in the COVID-19 pandemic.</th>
<th>Services had to be reduced (without necessarily a decrease in demand).</th>
<th>Added services specific to addressing COVID-19.</th>
<th>Added virtual delivery or increased virtual delivery.</th>
<th>Faced a reduction in income and/or resources.</th>
<th>COVID-19 restrictions and/or outbreaks hampered operations.</th>
<th>There were staff and/or volunteer shortages.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small with Small Budget (52)</td>
<td>13 (25%)</td>
<td>20 (38%)</td>
<td>2 (4%)</td>
<td>4 (8%)</td>
<td>25 (48%)</td>
<td>16 (31%)</td>
<td>10 (19%)</td>
</tr>
<tr>
<td>Small with Medium Budget (19)</td>
<td>7 (37%)</td>
<td>6 (32%)</td>
<td>4 (21%)</td>
<td>3 (16%)</td>
<td>8 (42%)</td>
<td>6 (32%)</td>
<td>5 (26%)</td>
</tr>
</tbody>
</table>
### Strategic Fiscal Recovery Plan

There was an increase in need for services in the COVID-19 pandemic. Services had to be reduced (without necessarily a decrease in demand). Added services specific to addressing COVID-19. Added virtual delivery or increased virtual delivery. Faced a reduction in income and/or resources. COVID-19 restrictions and/or outbreaks hampered operations. There were staff and/or volunteer shortages.

<table>
<thead>
<tr>
<th>Budget</th>
<th>There was an increase in need for services in the COVID-19 pandemic.</th>
<th>Services had to be reduced (without necessarily a decrease in demand).</th>
<th>Added services specific to addressing COVID-19.</th>
<th>Added virtual delivery or increased virtual delivery.</th>
<th>Faced a reduction in income and/or resources.</th>
<th>COVID-19 restrictions and/or outbreaks hampered operations.</th>
<th>There were staff and/or volunteer shortages.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small with Large Budget (30)</td>
<td>11 (37%)</td>
<td>7 (23%)</td>
<td>0 (0%)</td>
<td>3 (10%)</td>
<td>11 (37%)</td>
<td>6 (20%)</td>
<td>6 (20%)</td>
</tr>
<tr>
<td>Medium with Medium Budget (3)</td>
<td>0 (0%)</td>
<td>2 (67%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>1 (33%)</td>
<td>1 (33%)</td>
<td>1 (33%)</td>
</tr>
<tr>
<td>Medium with Large Budget (17)</td>
<td>6 (35%)</td>
<td>9 (53%)</td>
<td>3 (18%)</td>
<td>8 (47%)</td>
<td>6 (35%)</td>
<td>8 (47%)</td>
<td>12 (71%)</td>
</tr>
<tr>
<td>Large with Small Budget (1)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>1 (100%)</td>
</tr>
<tr>
<td>Large with Large Budget (2)</td>
<td>1 (50%)</td>
<td>1 (50%)</td>
<td>1 (50%)</td>
<td>2 (100%)</td>
<td>0 (0%)</td>
<td>1 (50%)</td>
<td>1 (50%)</td>
</tr>
<tr>
<td>Total: (100%) (124)</td>
<td>38 (31%)</td>
<td>45 (36%)</td>
<td>10 (8%)</td>
<td>20 (16%)</td>
<td>51 (41%)</td>
<td>38 (31%)</td>
<td>36 (29%)</td>
</tr>
</tbody>
</table>
Nonprofit Needs

Respondents were asked to indicate their needs from a list of potential capital items. They also were given the opportunity to indicate needs in open-ended questions.

<table>
<thead>
<tr>
<th>Type</th>
<th>Buildings</th>
<th>Equipment</th>
<th>Facility upgrades</th>
<th>Land</th>
<th>Refrigerators</th>
<th>Solar Panels</th>
<th>Vehicles</th>
<th>Other Investments Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small with Small Budget (52)</td>
<td>29 (56%)</td>
<td>25 (48%)</td>
<td>22 (42%)</td>
<td>7 (13%)</td>
<td>9 (17%)</td>
<td>6 (12%)</td>
<td>18 (35%)</td>
<td>16 (31%)</td>
</tr>
<tr>
<td>Small with Medium Budget (19)</td>
<td>9 (47%)</td>
<td>9 (47%)</td>
<td>13 (68%)</td>
<td>6 (32%)</td>
<td>2 (11%)</td>
<td>4 (21%)</td>
<td>8 (42%)</td>
<td>3 (16%)</td>
</tr>
<tr>
<td>Small with Large Budget (30)</td>
<td>16 (53%)</td>
<td>10 (33%)</td>
<td>25 (83%)</td>
<td>6 (20%)</td>
<td>3 (10%)</td>
<td>4 (13%)</td>
<td>14 (47%)</td>
<td>13 (43%)</td>
</tr>
<tr>
<td>Medium with Medium Budget (3)</td>
<td>2 (67%)</td>
<td>2 (67%)</td>
<td>2 (67%)</td>
<td>1 (33%)</td>
<td>1 (33%)</td>
<td>0 (0%)</td>
<td>1 (33%)</td>
<td>0 (0%)</td>
</tr>
<tr>
<td>Medium with Large Budget (17)</td>
<td>10 (59%)</td>
<td>7 (41%)</td>
<td>14 (82%)</td>
<td>5 (29%)</td>
<td>1 (6%)</td>
<td>0 (0%)</td>
<td>7 (41%)</td>
<td>5 (29%)</td>
</tr>
<tr>
<td>Large with Small Budget (1)</td>
<td>1 (100%)</td>
<td>0 (0%)</td>
<td>1 (100%)</td>
<td>0 (0%)</td>
<td>1 (100%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
</tr>
<tr>
<td>Large with Large Budget (2)</td>
<td>(0%)</td>
<td>1 (50%)</td>
<td>2 (100%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>1 (50%)</td>
</tr>
<tr>
<td>Total</td>
<td>67</td>
<td>54</td>
<td>79</td>
<td>25</td>
<td>17</td>
<td>14</td>
<td>48</td>
<td>38</td>
</tr>
</tbody>
</table>
The table below shows needs by type of respondent by count and percent within each category.

<table>
<thead>
<tr>
<th>Category</th>
<th>Buildings</th>
<th>Equipment</th>
<th>Facility upgrades</th>
<th>Land</th>
<th>Refrigerators</th>
<th>Solar Panels</th>
<th>Vehicles</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Services (3)</td>
<td>3 (100%)</td>
<td>1 (33%)</td>
<td>1 (33%)</td>
<td>1 (33%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>1 (33%)</td>
</tr>
<tr>
<td>Arts and Culture (19)</td>
<td>11 (58%)</td>
<td>7 (37%)</td>
<td>14 (74%)</td>
<td>5 (26%)</td>
<td>1 (5%)</td>
<td>3 (16%)</td>
<td>9 (47%)</td>
<td>5 (26%)</td>
</tr>
<tr>
<td>Education and Child Services (39)</td>
<td>20 (51%)</td>
<td>16 (41%)</td>
<td>28 (72%)</td>
<td>8 (21%)</td>
<td>3 (8%)</td>
<td>7 (18%)</td>
<td>14 (36%)</td>
<td>12 (31%)</td>
</tr>
<tr>
<td>Environmental Conservation (7)</td>
<td>5 (71%)</td>
<td>3 (43%)</td>
<td>5 (71%)</td>
<td>1 (14%)</td>
<td>1 (14%)</td>
<td>1 (14%)</td>
<td>3 (43%)</td>
<td>5 (71%)</td>
</tr>
<tr>
<td>Food Security (50)</td>
<td>28 (56%)</td>
<td>21 (42%)</td>
<td>34 (68%)</td>
<td>11 (22%)</td>
<td>14 (28%)</td>
<td>8 (16%)</td>
<td>22 (44%)</td>
<td>9 (18%)</td>
</tr>
<tr>
<td>Health and Behavioral Health (46)</td>
<td>26 (57%)</td>
<td>21 (46%)</td>
<td>31 (67%)</td>
<td>10 (22%)</td>
<td>6 (13%)</td>
<td>2 (4%)</td>
<td>15 (33%)</td>
<td>19 (41%)</td>
</tr>
<tr>
<td>Homelessness Support and Sheltering (30)</td>
<td>22 (73%)</td>
<td>10 (33%)</td>
<td>21 (70%)</td>
<td>10 (33%)</td>
<td>7 (23%)</td>
<td>3 (10%)</td>
<td>12 (40%)</td>
<td>11 (37%)</td>
</tr>
<tr>
<td>Religious Organization (25)</td>
<td>10 (40%)</td>
<td>10 (40%)</td>
<td>17 (68%)</td>
<td>3 (12%)</td>
<td>5 (20%)</td>
<td>5 (20%)</td>
<td>9 (36%)</td>
<td>5 (20%)</td>
</tr>
<tr>
<td>Social and Recreational (31)</td>
<td>17 (55%)</td>
<td>15 (48%)</td>
<td>23 (74%)</td>
<td>7 (23%)</td>
<td>4 (13%)</td>
<td>6 (19%)</td>
<td>13 (42%)</td>
<td>8 (26%)</td>
</tr>
<tr>
<td>Other (51)</td>
<td>29 (57%)</td>
<td>22 (43%)</td>
<td>33 (65%)</td>
<td>15 (29%)</td>
<td>7 (14%)</td>
<td>4 (8%)</td>
<td>18 (35%)</td>
<td>25 (49%)</td>
</tr>
</tbody>
</table>
Additionally, these other needs were raised in text responses:

» Information Technologies
  » Medical systems
  » Infrastructure
  » Help / Consulting

» Feeding
  » Food to distribute
  » Larger buildings for food pantries
  » Vehicles to distribute food
  » Freezers / Refrigerators
  » Forklifts

» Larger offices

» Bike trails

» Scholarships to help people participate in services

» Property maintenance

» Major property capital repairs

» Hurricane preparedness

» Gas and food gift cards

» Emergency power generation

» Funds to expand affordable housing

» Residential Facilities
  » Halfway house
  » Safehouse for victims of trafficking
  » Crisis unit upgrades
  » Capital / Facility upgrades at homeless shelters
  » Transport vehicles

» Staffing
  » Salary assistance
  » Funding to help retain staff

» COVID-19 Response
  » Personal Protective Equipment (PPE) and sanitization supplies
  » COVID-19 tests
  » Technical assistance with safety protocols

» Funds to help people with living expenses
When asked which resources would be most helpful, nonprofits primarily noted facility upgrades, new facilities, equipment and general financial relief as shown below:

<table>
<thead>
<tr>
<th>Type</th>
<th>Facility Upgrades / Capital Improvements / Repairs</th>
<th>New Facilities</th>
<th>Equipment (non-IT)</th>
<th>General financial relief or support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small with Small Budget (52)</td>
<td>8  (15%)</td>
<td>4 (8%)</td>
<td>6 (12%)</td>
<td>10 (19%)</td>
</tr>
<tr>
<td>Small with Medium Budget (19)</td>
<td>7  (37%)</td>
<td>2 (11%)</td>
<td>5 (26%)</td>
<td>0 (0%)</td>
</tr>
<tr>
<td>Small with Large Budget (30)</td>
<td>12 (40%)</td>
<td>2 (7%)</td>
<td>2 (7%)</td>
<td>4 (13%)</td>
</tr>
<tr>
<td>Medium with Medium Budget (3)</td>
<td>0 (0%)</td>
<td>1 (33%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
</tr>
<tr>
<td>Medium with Large Budget (17)</td>
<td>6   (35%)</td>
<td>1 (6%)</td>
<td>0 (0%)</td>
<td>1 (6%)</td>
</tr>
<tr>
<td>Large with Small Budget (1)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>0 (0%)</td>
<td>1 (100%)</td>
</tr>
<tr>
<td>Large with Large Budget (2)</td>
<td>1   (50%)</td>
<td>1 (50%)</td>
<td>1 (50%)</td>
<td>0 (0%)</td>
</tr>
</tbody>
</table>

**Nonprofit Ability to Match Grants**

Nonprofits were asked how much they could match in grant funds for a grant of up to $100,000. Note that the question did not cover grants over $100,000. About 60% of nonprofit respondents said they could match 0-20% of $100,000 (up to $20,000) and about 22% said they could match 50-100% ($50,000 to $100,000).

<table>
<thead>
<tr>
<th>Type</th>
<th>00 - 10 %</th>
<th>11 - 20 %</th>
<th>21 - 30 %</th>
<th>31 - 40 %</th>
<th>41 - 50 %</th>
<th>&gt; 50%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small with Small Budget (52)</td>
<td>28</td>
<td>7</td>
<td>5</td>
<td>1</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>Small with Medium Budget (19)</td>
<td>9</td>
<td>1</td>
<td>4</td>
<td>2</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Small with Large Budget (30)</td>
<td>8</td>
<td>6</td>
<td>2</td>
<td>1</td>
<td>4</td>
<td>9</td>
</tr>
<tr>
<td>Medium with Medium Budget (3)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Medium with Large Budget (17)</td>
<td>2</td>
<td>8</td>
<td>2</td>
<td>1</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Large with Small Budget (1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Large with Large Budget (2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>48</td>
<td>22</td>
<td>13</td>
<td>2</td>
<td>12</td>
<td>27</td>
</tr>
</tbody>
</table>
Program Design

Nonprofits were asked what the County should consider in developing the program. Since there was very little overlap in statements across respondents, the ideas below are not quantified.

**IDEAS FOR PROGRAM FOCUS**

- Assistance with basic needs such as food and housing
- Growing the public health workforce
- Growing a health and mental health safety net
- Reopening in a COVID-19-endemic world
- Community projects and projects that connect people
- Preparation for many types of events – not just COVID-19
- Minority business development
- Environmental stewardship

**SPENDING PRIORITIES**

- Prioritize nonprofits close to the community
- Put funds in the local economy
- Fund unfunded projects
- Help historically underserved communities

**EVALUATION CRITERIA**

- Impact of nonprofit organizations / proposed projects
- Longevity / fiscal health / capacity
- “Ready to roll” projects
- High impact / transformational projects

## Phase 2: Listening Sessions

### Listening Sessions Summary

From February 23 - 28, 2022, Pinellas County held listening sessions with nonprofits to explore their capacity to utilize and administer capital grants. These sessions provided an opportunity to not only get more information from nonprofits, but also for nonprofits to discuss issues and collaborate with the County. The listening sessions, attended by 48 nonprofits, provided valuable context to the survey results. Several high-level themes that evolved include:
» Timeline – Almost all nonprofit organizations indicated that they could complete a capital project with the grant application being launched in April of 2022 with a deadline to complete projects by 2026. Many nonprofit organizations reported they have “shovel-ready” projects already planned.

» Needs – the need for buildings and vehicles for nonprofit food service organizations to accommodate an increase in clients was stressed. Nonprofit health organizations also reported a need for vehicles. Frequent questions came up regarding the ability to spend grant funds on software and if funds could cover IT costs over time (e.g., licenses).

» Grant Administration – While some nonprofits report having the knowledge to administer a capital grant, many asked for training and technical information. A need for upfront training on grant administration was raised several times. Many also, including those reporting they have the knowledge to administer, asked if it is possible to allow some grant money to fund administration.

» Matching and Payments – Some nonprofit organizations reported that “fronting money” would be difficult.

Group Design and Recruitment

The questions for the listening sessions were drafted by the Hagerty project team and reviewed by the Nonprofit Capital Projects Grant Advisory Group. Workshops were capped at 25 participants so that the groups could hear from all stakeholders in the session. While the sessions were capped, each of the five sessions had 25 or less participants sign up for the session. The sign-up had a waiting list in case the County needed to add additional sessions. There were no registrants held on the waiting list.

Participants were recruited from the list of survey respondents saying they needed capital investment and were open to providing more feedback to the County. Recruitment was conducted via email with an approximately one-week window to register for sessions. Email invitations were also sent to the Nonprofit Capital Projects Grant Advisory Group. Participants were asked to register for a workshop session most aligned to their functional area (see below). Workshops were conducted via Zoom.

Nonprofit Participants

Registration for the workshop sessions was as follows:

<table>
<thead>
<tr>
<th>Focus Services</th>
<th>Date and Time (Eastern)</th>
<th>Count Registered</th>
<th>Count Attended</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Services</td>
<td>2/23/2022 11:00 AM to 12:00 PM EST</td>
<td>15</td>
<td>10</td>
<td>25</td>
</tr>
<tr>
<td>Food Security</td>
<td>2/23/2022 4:00 PM to 5:00 PM EST</td>
<td>23</td>
<td>17</td>
<td>25</td>
</tr>
<tr>
<td>Housing Support and Homelessness Services</td>
<td>2/24/2022 11:00 AM to 12:00 PM EST</td>
<td>15</td>
<td>9</td>
<td>25</td>
</tr>
</tbody>
</table>
### Meeting Outputs

The workshop topics are displayed in Appendix 2: Listening Session Questions. Across the five meetings, several consistent themes were identified and categorized, and noted below.

#### Needs

- Nonprofit organizations with a mission to feed people reported an extreme uptick in need for their services and often noted needs for buildings and vehicles. Nonprofit food service organizations reported that new people are in need – people who did not have need before and are starting to feel the impacts of inflation.
- Nonprofit health organizations reported a strong need for vehicles.
- Nonprofits are anticipating increases to current project budget projections due to supply chain issues and inflation.
- Several nonprofit organizations reported a need for ongoing technology-related expenses (e.g., licensing, teleservices for students).
- Software was often raised as a need.
- Vehicles were not just needed for delivery, but also for mobile operations, such as legal aid services.

#### Readiness to Engage in Projects

- Almost all nonprofit organizations in the sessions indicated they could use the funds in the indicated timeframe (by a date in 2026).
- Many nonprofit organizations reported having “shovel-ready” plans they are seeking funding for.

#### Ability and Experience Administering Capital Grants

- Some nonprofit organizations reported a capability to administer the grants, but this was not universal.
- Several nonprofit organizations asked for a portion of grant funding to include administrative support. This was often accompanied by statements about concerns about bandwidth in administering the grant.
- Requests were made by several nonprofit organizations to provide materials and education on the management of the grant.
» Training for their administrative teams and direct service personnel was noted as helpful on prior Pinellas County grants.

» It was stressed that some nonprofit organizations may not be familiar with these programs and upfront education and guidelines are critical.

» One organization recommended using the Neighborly software because it brings together many of the administrative elements of application and management.

Other Comments

Nonprofit organizations provided both comments and questions throughout the listening sessions. A list of questions asked by nonprofit organizations can be found in the Appendix 3: Listening Session Questions from Nonprofit Participants and their feedback is summarized below:

» Nonprofit organizations requested a simplified application process.

» Several nonprofit organizations said they would like to include phased projects in the application process.

» It was suggested that a match could be waived for smaller organizations.

» Nonprofit organizations indicated that they’d like to submit an application that includes several requests such as facility upgrades and vehicles.

» Some nonprofit organizations reported concerns about the program being established on a reimbursement basis. One idea raised was to have another organization apply for the funding, provide up-front money to smaller organizations and those nonprofits could pay them back (e.g., under Pinellas Cares Grant the Foundation for Healthy Saint Petersburg arranged for the Tampa Bay Business Investment Corporation to put in the upfront money).
Recommendations for Program Design and Implementation

Strategic Recommendations

The following recommendations are based on results from the Pinellas County Capital Projects Grant Program needs assessment which includes strategies for program design and implementation.

Program Design

**STRATEGIC RECOMMENDATION 1: ESTABLISH SIMPLIFIED APPLICATION PROCESS**

To ease the application and administration processes, establish funding tiers to evaluate the level of information required for the application process and ongoing monitoring. This will allow organizations who are requesting purchases under a set threshold to easily apply and receive funding. Additionally, it will allow Pinellas County to focus oversight efforts on larger projects that have more complex design elements that could result in a higher risk. Pinellas County can also leverage flexibility provided under the Final Rule to simplify application requirements for nonprofit organizations that are classified as impacted and disproportionately impacted\(^1\) by the COVID-19 pandemic.

**STRATEGIC RECOMMENDATION 2: ALLOW NONPROFITS TO INCLUDE ADMINISTRATIVE COSTS TO MANAGE AWARD**

Given how many potential applicants have raised the concern of administrative capacity, allow nonprofits to include costs associated with administering the grant. According to the Treasury’s Compliance and Reporting Guidance, recipients may utilize up to ten percent of their award for administrative support\(^2\).

**STRATEGIC RECOMMENDATION 3: FORM AN EVALUATION PANEL AND SCORING RUBRIC**

Developing a scoring rubric that can be used by an application evaluation steering committee will allow for consistent review and approval of applications. Scoring criteria should include priorities established within the Final Rule.

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STRATEGIC RECOMMENDATION 4: ESTABLISH A TIMELINE THAT ALLOWS THE COUNTY TO REPORGRAM FUNDS

The SLFRF period of performance requires Pinellas County to obligate funds by December 31, 2024, and spend funds of December 31, 2026. By establishing a reporting timeline or closeout date earlier than December 31, 2024, it will allow Pinellas County to reprogram any unused or returned funds.

STRATEGIC RECOMMENDATION 5: LEVERAGE OTHER PINELLAS COUNTY GRANT APPLICATIONS

If other recent programs had similar evaluation criteria for baseline items (such as nonprofit mission, financial capacity, etc.), allow applicants for this program to refer to applications submitted for other Pinellas County grant applications, such as the Community Development Block Grant program.

Program Implementation

STRATEGIC RECOMMENDATION 6: ESTABLISH WORKSHOPS AND RESOURCES TO TRAIN AND SUPPORT NONPROFITS

Several nonprofits indicated that trainings to discuss the application process, ongoing grant management best practices, and reporting requirements would be helpful over the grant lifespan. This could include developing resources to promote the grant, trainings before the grant goes live, ongoing trainings and support, and resources, such as a Frequently Asked Questions (FAQ) document that provides critical information for the success of the program.

Conclusion

The survey respondents and listening session participants for the Pinellas nonprofit community listening program were deeply impacted by the COVID-19 pandemic – they faced increased needs for services while at the same time navigating pandemic-related rules, staff shortages, and funding shortages in an uncertain world. Many have an established set of needs and/or “shovel-ready” projects that will help them recover in a manner that supports a more resilient Pinellas County. Nonprofits, while having plans to use capital grant funds, have concerns about their ability to match funds, put up money upfront for projects, and how to administer funds. By establishing an inclusive and simplified approach to implementing the Pinellas County Capital Projects Grant program, the County will be able to quickly deploy much needed economic relief into the nonprofit community while making a lasting impact that builds community resiliency.
Appendix 1: Survey Questions

DEMOGRAPHICS AND CONTACT INFORMATION
» Email Address
» First Name
» Last Name
» Name of Nonprofit Organization
» Primary Point of Contact (POC) Name & Title
» POC Email Address
» POC Phone Number

ORGANIZATION INFORMATION
» Please include your nonprofit’s mission statement below
» How many employees work at your organization?
  » 0-50
  » 50-100
  » 100-1000
  » 1000+
» What types of services does your nonprofit primarily provide? Please select one or more that apply.
  » Health and Behavioral Health
  » Homelessness Support and Sheltering
  » Food Security
  » Arts and Culture
  » Social and Recreational
  » Animal Services
  » Religious Organization
  » Education and Child Services
  » Environmental Conservation
  » Other (please specify)
» What is your organization’s total annual budget?
  » $0 - $500,000
  » $501,000 - $1,000,000
  » $1,000,001 - $5,000,000
  » Over $5,000,000
CAPITAL INVESTMENT NEEDS

» Does your organization need investment(s) in capital assets? (select one)
  » Yes
  » No
  » Not Sure

» What are your organization’s greatest needs in terms of capital assets? If you’d like, please provide more detail in the other box. (select all that apply)
  » Vehicles
  » Equipment
  » Land
  » Buildings
  » Facility upgrades
  » Refrigerators
  » Solar Panels
  » Other (please specify)

MATCH CAPABILITY

» Pinellas County plans to require a match from organizations who apply for the ARPA Capital Projects Grant Program. If Pinellas County awarded grants up to $100,000, at what percentage do you estimate that your organization has the capacity to match the grant award?
  » 00 - 10 %
  » 11 - 20 %
  » 21 - 30 %
  » 31 - 40 %
  » 41 - 50 %
  » Greater than 50%

IMPACTS OF COVID-19 ON ORGANIZATION

» Please describe how your organization was impacted by the COVID-19 public health emergency.

GENERAL QUESTIONS

» What resources would be most helpful to your organization given the COVID-19 public health emergency?

» What additional aspects should Pinellas County consider when developing the COVID-19 capital projects grant program?
If Pinellas County seeks to gather additional input, would you be interested in joining a virtual meeting to answer additional questions?

» Yes

» No

» Is there anything else you want us to know?
Appendix 2: Listening Session Questions

TOPIC 1: TIMELINE
» If awarded a capital grant, what can your organization realistically accomplish within the timeline above (grant application in April 2022 and spending must be complete by sometime in 2026)?

TOPIC 2: ADMINISTRATIVE CAPACITY
» Does your organization have the experience and capacity to administer a capital grant?
   » What does your organization need to effectively administer a capital grant?
Appendix 3: Listening Session
Questions from Nonprofit Participants

PROGRAM
» What is the level of grants (in terms of dollar amount)?
» Is it possible to submit to multiple projects?
» What will the grant amounts be?
» Will the Federal government own buildings built under the grant, or would this be a flat-out transfer?
» Will purchased items revert to County ownership after their useful life?
» Will there be requirements to comply with Davis-Bacon?
» Are awards “all or nothing” or will there be partial awards?
» Will a match be required?
» Will proposals be accepted for phased programs?

ELIGIBILITY
» How will the program work if the county, city, or another entity owns the building?
» Does receiving ARPA funding through another source preclude an organization from applying for county funding?

WILL … (SEE BULLETS BELOW) BE AN ALLOWABLE COST?
» Information technology equipment
» Software
» A project management company to help with the grant administration
» Staff time to administer the grant
» Construction of affordable housing

APPLICATION
» Will there be a bidder’s workshop?
» Is the application complicated? Is the application lengthy?
» Will there be a grant evaluation rubric?
» Who will be on the scoring committee?
» If multiple projects are allowed per organization, will multiple applications be required?
» How long will applications stay open?
ADMINISTRATION
» How long will monitoring of the grant go on?

MISCELLANEOUS
» Is this grant process aligned to the CDBG one?
» Given shortages and delays, what happens if grant projects cannot be completed in time?
» When will funds be disbursed?
SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of [Click or tap to enter a date.] (effective date). By and between Pinellas County, a political subdivision of the State of Florida (“County”), and _____, _____ (“Contractor”), (individually, “Party,” collectively, “Parties”).

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 22-0379-P-JJ (“RFP”) for ARPA Nonprofit Capital Project Fund services; and

WHEREAS, based upon the County’s assessment of Contractor’s proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.
   A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
   B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information designated in writing by the County as County Confidential Information.
   C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
   D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
   E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement
   The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor’s quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.
3. Conditions Precedent

This Agreement, and the Parties’ rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 14, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

A. Services - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Office of Management and Budget (OMB) Director/Designee.

C. Additional Services - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services (“Additional Services”), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.

G. Project Monitoring - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor’s progress and performance of this Agreement.

5. Term of Agreement

A. Initial Term - The term of this Agreement shall commence on the Effective Date and shall remain in full force through December 31, 2026, or until termination of the Agreement, whichever occurs first.

B. Term Extension - The Parties may extend the term of this Agreement for one (1) additional twelve (12) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

6. Compensation and Method of Payment

A. Services Fee - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the not-to-exceed sum of $______________, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation, and certain excise taxes.

E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

7. **Personnel**

A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
C. Approval and Replacement of Personnel - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination

A. Contractor Default Provisions and Remedies of County

1. Events of Default - Any of the following shall constitute a “Contractor Event of Default” hereunder:
   i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
   ii. Contractor breaches Confidential Information Section of this Agreement;
   iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
   iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. Events of Default - Any of the following shall constitute a “County Event of Default” hereunder:
   i. the County fails to make timely undisputed payments as described in this Agreement;
   ii. the County breaches Confidential Information Section of this Agreement; or
   iii. the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.
C. Termination for Convenience
   1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

10. Confidential Information and Public Records

A. County Confidential Information - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

D. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.
11. **Audit**

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. **Compliance with Laws**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. **Digital Accessibility**

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County’s sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the “Accessibility Issue”) that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier’s receipt of a non-compliance notice (“Notice”), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) (“Initial Meeting”).

Should Supplier:

i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;

ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or

iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to the Liability and Insurance – Indemnification Section of this Agreement, “Indemnification.”

14. **Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
15. Liability and Insurance

A. Insurance - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto, and incorporated herein by reference.

B. Indemnification - Contractor agrees to indemnify, pay the cost of defense, including attorney’s fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney’s fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers’ Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the “ADA”) except when such injury, damage, or violation was caused by the sole negligence of the County.

C. Liability - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor’s negligence or willful action or failure to act.

D. Contractor’s Taxes - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers’ compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor’s assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County’s Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.
19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the OMB Director or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County’s failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

20. Subcontracting/Assignment

A. Subcontracting - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment - This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days’ notice to Contractor.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.
22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified, or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County: Office of Management & Budget
Attn: OMB Director
14 South Fort Harrison AVE
Clearwater, FL 33756

with a copy to:
Attn: Merry Celeste,
Purchasing and Risk Management Division Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

For Contractor:
Attn:

23. Conflict of Interest

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.
25. **Amendment**

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. **Severability**

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. **Applicable Law and Venue**

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. **Waiver**

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. **Due Authority**

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

30. **No Third-Party Beneficiary**

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. **Force Majeure**

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.
32. Order of Precedence
All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

A. Pinellas County Agreement
B. (ITB- RFP)
C. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

33. Entirety
This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements either oral or written.

(Signature Page Follows)
AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

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<th>Board of County Commissioners</th>
<th>Contractor:</th>
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EXHIBIT A - STATEMENT OF WORK

(Document to be Provided Prior to Agreement Execution)
EXHIBIT B - INSURANCE REQUIREMENTS

(Document to be Provided Prior to Agreement Execution)
EXHIBIT C - PAYMENT SCHEDULE

(Document to be Provided Prior to Agreement Execution)
EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:
SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, “The Local Government Prompt Payment Act.” Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier’s name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County’s Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

INVOICE INFORMATION:
Supplier Information     Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To     Billing address to which you are requesting payment be sent
Invoice Date     Creation date of the invoice
Invoice Number     Company tracking number
Shipping Address     Address where goods and/or services were delivered
Ordering Department     Name of ordering department, including name and phone number of contact person
PO Number     Standard purchase order number
Ship Date     Date the goods/services were sent/provided
Quantity     Quantity of goods or services billed
Description     Description of services or goods delivered
Unit Price     Unit price for the quantity of goods/services delivered
Line Total     Amount due by line item
Invoice Total     Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).
EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a “Corrected Invoice” to the requesting department which will initiate the payment timeline.

1. Requesting department for this purpose is defined as the County department for whom the work is performed.
2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a “Dispute Manager” to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County’s satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County’s favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor’s favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party’s claim to those amounts.
**CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS**

**BID OR PROPOSAL NUMBER: 22-0379-P-JJ**

**BID OR PROPOSAL TITLE: ARPA Nonprofit Capital Project Fund**

This solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.


If this contract meets the definition of a “federally assisted construction contract”, during the performance of this contract, the Contractor agrees as follows:

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

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

3. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

**Davis-Bacon Act** as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of $2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

**Copeland Anti Kick Back Act:** If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess
of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

**Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed $25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at [http://www.sam.gov](http://www.sam.gov) [Appendix II to 2 CFR Part 200].

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** CONTRACTORS that apply or bid for an award **exceeding $100,000** must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with **non-federal funds** that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.

**Conflict of Interest [2 CFR §200.112]:** The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

**Mandatory Disclosures [2 CFR §200.113]:** The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 - Remedies for
noncompliance, including suspension or debarment.

**Certifications and representations.** [2 CFR § 200.209]

Unless prohibited by the U.S. Constitution, Federal statutes or regulations, CONTRACTOR may be required to submit certifications and representations required by this agreement, Federal statutes, or regulations on an annual basis. Submission may be required more frequently if the CONTRACTOR fails to meet a requirement of these provisions for contracts under federal awards.

**Protected Person ally Identifiable Information (Protected PII)** [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

**Prohibition on utilization of time and material type contracts** [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

**Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms** [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6. Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of $10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be
published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:
- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

**Domestic preferences for procurements.** [2 CFR § 200.322]

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Procurement of Recovered Materials** [2 CFR §200.323]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Prohibition on utilization of cost plus a percentage of cost contracts** [2 CFR §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

**Retention of Records** [2 CFR 200.334]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice. Record retention may be required to be longer if any of the provisions of 2 CFR 200.334(a)-(f) apply.

**Access to Records** [2 CFR 200 § 200.337]: The County, Pass-through agency or Federal awarding agency have the right of timely and unrestricted access to any documents,
papers or other records, including electronic records, of the CONTRACTOR which are pertinent to the Federal award in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR’S personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

**Remedies for noncompliance.** [2 CFR § 200.339]

If CONTRACTOR fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or COUNTY may impose additional conditions, as described in 2 CFR § 200.208. If the Federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the Federal awarding agency or COUNTY.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Agreement.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of the COUNTY, recommend such a proceeding be initiated by a Federal awarding agency).

(e) Take other remedies that may be legally available.