

# BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT  
TRACKING NO.

CM3209

## GENERAL INFORMATION

Requesting Department: County Manager/OMB

Contact Person: Marshall Eyerman/Lanaee Gilmore/Chris Lacambra

Telephone: (904) 530-6043 Fax: ( ) Email: lgilmore@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Grant Thornton Public Sector, LLC

Address: 1000 Wilson Blvd. #1400, Arlington, Virginia 22209

City

State

Zip

Contractor's Administrator Name: Jessica Herring Title: Senior Contract/Subcontract Administrator

Telephone: (703)637-4185 Fax: ( ) Email: Jessica.Herring@us.gt.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Wendy Morton-Huddleston

Authorized Signatory Email: Wendy.Morton-Huddleston@us.gt.com

## CONTRACT INFORMATION

Contract Name: ARPA Program Administration

Description: Program Administration of American Recovery Plan Funding

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: NTE \$500,000

APPROXIMATE IF NECESSARY

Source of Funds/Account: Termination/Cancellation: Five (5) years

Authorized Signatory: Jeff Gray

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: five (5) years

Status: X NewRenew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB X RFP RFQ Coop. Other

## If Processing an Amendment:

Contract #: Increased Amount to Existing Contract:

New Contract Dates: to Total or Amended Amount:

*Continued on next page*

**CHECKLIST***Review/Complete before sending contract for final signature*

Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

- Marshall Eyerman*

7/13/2022

Department Head/Contract Manager

Date
- Janice Belmont*

7/13/2022

Procurement

Date
- Chris Lacambra*

7/14/2022

Office of Mgmt & Budget

Date
- Denise C. May*

7/14/2022

County Attorney

Date

*DF* 7/14/2022

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

- Taco E. Popey AICP*

7/14/2022

County Manager

Date

**RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:**

Original: Clerk's Services; Contractor (original or certified copy)  
Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

**CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA**

**THIS CONTRACT** made and entered into on \_\_\_\_\_, 2022, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Grant Thornton Public Sector LLC**, located at 1000 Wilson Blvd. #1400, Arlington, Virginia 22209, hereinafter referred to as "Consultant":

**WHEREAS**, County desires to obtain professional services to provide American Rescue Plan Act Program Administration. Said services are more fully described in the Scope of Services, attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, Consultant desires to render certain consulting services as described in Exhibit "A", and has the qualifications, experience, staff and resources to perform those services; and

**WHEREAS**, County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon Consultant's assurance that it has the qualifications, staff, experience and resources, County has determined that it would be in the best interest of Nassau County to award a contract to Consultant for the rendering of those services described in Exhibit "A"

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

**ARTICLE 1 - EMPLOYMENT OF CONSULTANT**

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

Initials \_\_\_\_\_

Initials WM

## **ARTICLE 2 - SCOPE OF SERVICES**

**2.1** Consultant shall provide professional services in accordance with Exhibit "A".

**2.2** Services requested by County or County's representative that are in addition to Exhibit "A" will be considered additional services and reviewed, at that time for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

**2.3** The County and the Consultant shall mutually agree upon schedule for completion of services described in Exhibit "A".

## **ARTICLE 3 - COUNTY'S RESPONSIBILITY**

Except as provided in Exhibit "A", County shall provide Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by County or others authorized by County.

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the Office of Management and Budget (OMB) Director, or his designee, to act on County's behalf with respect to the Exhibit "A". The OMB Director, or his designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

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**ARTICLE 4 - TERM OF CONTRACT**

The term of this Contract shall begin upon full execution of this Contract by all parties and terminate five (5) years thereafter. The term of this Contract may be extended upon mutual written agreement between both parties. Any extension of the term under this Contract shall be in one (1) year increments as long as the extended years do not exceed more years than the original contract term, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement, amendment, or modification to the term of the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

**ARTICLE 5 - COMPENSATION**

**5.1** Consultant shall be compensated on an hourly basis in accordance with the fee schedule outlined in Exhibit "B" with a total not to exceed amount of \$500,000 for a five (5) year contract term, in accordance with Exhibit "A". This Contract and the not to exceed (NTE) amount is based on the currently defined level of effort defined in Exhibit "A". The level of effort defined in Exhibit "A" will be reviewed by the County and the Consultant every six (6) months and the NTE ceiling amount will be increased through Contract modifications, if it is determined that additional level of effort is required to complete the Work. Any agreement, amendment, or modification to the terms of the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

**5.2** Consultant shall prepare and submit to the OMB Director, for approval, a monthly invoice for the services rendered, with a copy provided to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com). Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or

statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Contract, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

**5.3** All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

**5.4** Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

## **ARTICLE 6 – EXPENSES**

Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in Exhibit "A". This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Consultant's agents, if any, hired by Consultant to complete the work under this Contract.

## **ARTICLE 7 - STANDARD OF CARE**

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Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. At County's sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

## **ARTICLE 8 - DOCUMENTS**

The documents which comprise this Contract between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 8.1** This Contract; and
- 8.2** The Scope of Services attached hereto as Exhibit "A"; and
- 8.3** The Fee Schedule attached hereto as Exhibit "B", and
- 8.4** Certificate of Liability Insurance attached hereto as Exhibit "C"; and
- 8.5** Nassau County Federal Provisions attached hereto as Exhibit "D"; and
- 8.6** County's Request for Proposal NC22-005, as modified by addenda (the "RFP") attached hereto as Exhibit "E", and
- 8.7** The Consultant's Response dated April 21, 2022 attached hereto as Exhibit "F", but only to the extent responsive to the County's Request for Proposal NC22-005; and
- 8.8** Any work authorizations, written amendments, modifications or addenda to this Contract.

## **ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT**

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

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**ARTICLE 10 – TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT**

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

**ARTICLE 11 - INDEMNIFICATION**

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant, in the performance of the Contract.

**ARTICLE 12 - INDEPENDENT CONSULTANT**

**12.1** Consultant undertakes performance of the services as an independent consultant under this Contract and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Contract.

**12.2** This Contract shall not render Consultant or any of Consultant's agents an employee, partner, agent of, or joint venturer with County for any purpose. Consultant is and will remain an independent consultant in its relationship to County and Consultant's agents are not and will not become Company's employees. County shall

not be responsible for withholding taxes with respect to Consultant's compensation hereunder. County shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Consultant agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's or Consultant's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Consultant's or Consultant's agent's behalf, or (iii) withhold state or federal income tax from Consultant's payments; or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Consultant or Consultant's agents. If Consultant hires employees to perform any work under this Contract, Consultant shall cover them with worker's compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither Consultant nor Consultant's agents are eligible to participate in any employee health, vacation pay, sick pay, or other fringe benefit plan of County. If any government agency or court determines that Consultant should be reclassified as an employee, Consultant hereby waives any right to County benefits and acknowledges and understands that such reclassification shall not entitle Consultant to any benefits offered to County's employees. Consultant and County agree that: (a) Consultant has the right to perform services for others during the term of this Contract; (b) Consultant has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Consultant has the right to perform the services required by this Contract at any location or time; (d)

Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

### **ARTICLE 13 – EXTENT OF CONTRACT**

**13.1** This Contract represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

**13.2** This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

### **ARTICLE 14 - COMPLIANCE WITH LAWS**

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

### **ARTICLE 15 - INSURANCE**

Consultant shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit “C” and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

### **ARTICLE 16 – ACCESS TO PREMISES**

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

### **ARTICLE 17 - TERMINATION OF CONTRACT**

**17.1 Termination for Convenience:** This Contract may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the

termination date. In the event that Consultant abandons this Contract or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

**17.2 Default by Consultant:** In addition to all other remedies available to County, County may terminate this Contract for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

#### **ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

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

#### **ARTICLE 19 – UNCONTROLLABLE FORCES**

**19.1** Neither County nor Consultant shall be considered to be in default of this Contract if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

**19.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

## **ARTICLE 20 - GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Contract will be held in Nassau County, Florida.

## **ARTICLE 21 - MISCELLANEOUS**

**21.1 Non-waiver:** A waiver by either County or Consultant of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**21.2 Severability:** Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a



waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

**21.3 Public Records:** County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Contract, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

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

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Contract if Consultant does not transfer the records to the public agency.

d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy

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

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

**21.4** The provisions of this section shall not prevent the entire Contract from being void should a provision, which is of the essence of the Contract, be determined to be void.

## **ARTICLE 22 – EMPLOYMENT ELIGIBILITY**

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the

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

#### **ARTICLE 23 - SUCCESSORS AND ASSIGNS**


County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.

#### **ARTICLE 24 - CONTINGENT FEES**

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 25 - OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE 26 - FUNDING**

This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the Nassau County Board of County Commissioners in the annual budget for each fiscal year of this Contract and is subject to termination based on lack of funding.

#### **ARTICLE 27 - NOTICE**

**27.1** Whenever either party desires or is required under this Contract to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

##### **COUNTY:**

Director of Office of Management and Budget  
Chris Lacambra  
19625 Nassau Place, Suite 2  
Yulee, Florida 32097  
PH: 904-530-6005  
Email Address: [Clacambra@nassaucountyfl.com](mailto:Clacambra@nassaucountyfl.com)

##### **CONSULTANT:**

Wendy Morton-Huddleston  
Grant Thornton Public Sector, LLC  
1000 Wilson Blvd., Suite 1500  
Arlington, VA 22209  
PH: 703-637-2853  
Email Address: [Wendy.Moton-Huddleston@us.gt.com](mailto:Wendy.Moton-Huddleston@us.gt.com)

**27.2** Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

**27.3** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

#### **ARTICLE 28 - DISPUTE RESOLUTION**

**28.1** County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

**28.2** If there is no satisfactory resolution as to the interpretation of the Contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

Initials \_\_\_\_\_

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**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of  
the day and year first written above.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

\_\_\_\_\_  
Jeff Gray  
Its: Chairman

Attest as to authenticity of the  
Chair's signature:

\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

\_\_\_\_\_  
DENISE C. MAY

**GRANT THORNTON PUBLIC SECTOR LLC**

Wendy Morton-Huddleston@us.gt.com  
\_\_\_\_\_  
By: Wendy Morton-Huddleston  
\_\_\_\_\_  
Its: Principal  
\_\_\_\_\_  
Date: 7/14/2022  
\_\_\_\_\_

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## EXHIBIT "A"

### SCOPE OF SERVICES

The Consultant shall provide American Recovery Plan Program Administration, more specifically, including but not limited to:

#### 1. Coordination and Strategic Use of Funds

Consultant shall:

- a. Provide support for strategic planning and coordination of all efforts related to the planning, coordination, expenditure, and reporting of funds.
- b. Develop and implement strategies designated to maximize various federal and state funding sources (e.g., ARPA, state broadband funds from ARPA, future infrastructure bills).
- c. Identify potential improvements and maximize public assistance/American Rescue Plan Act funding in conjunction with the County and other local entities.
- d. Have or be able to create a resource portal for Non-Profit Organizations to access to see what grants are available to them through ARPA Funds.
- e. Provide to the county a plan for on the job monitoring of all contractors to guard the County against fraud.

#### 2. Compliance and Technical Assistance

Consultant shall:

- a. Provide technical advisory services related to allowed uses of ARPA funds and respond to questions from the County and provide formal written opinions (including legal opinions, if requested) regarding the eligibility of specific County expenses to be covered by ARPA funds available from federal, state and other sources.
- b. Provide expert programmatic and policy advice on federal programs.
- c. Develop appropriate documentation to demonstrate compliance with ARPA guidance.
- d. Develop processes and documentation requirements around sub-recipient risk assessment, monitoring and management, including training of sub-recipients on funding requirements.
- e. Provide guidance on a technology solution for tracking American Rescue Plan Act funding distribution strategy to sub-recipients.
- f. Provide administrative assistance, oversight, and program recommendations to the County to facilitate and ensure appropriate progress on agreed-upon deliverables.
- g. Resolve any requests for information, justification, audit findings, and eligibility appeals.
- h. Assist the County with responding to public concerns and comments, and the preparation of Public Service Announcements and interviews as requested.

#### 3. Cost Recovery and Fiscal Reporting

Consultant shall:

- a. Prepare the Revenue Loss Calculation and submit to all appropriate government entities as necessary as required for ARPA.
- b. Review contracts and purchasing documentation to ensure cost recovery and compliance of expenditures using federal funds.
- c. Provide oversight and guidance to guarantee compliance with OMB Uniform Guidance 2 CFR, Part 200, including performing internal control risk assessments as required.
- d. Review and assist with processing payment requests and determining allowable costs.
- e. Assist with preparation of project files and responses to any findings and/or concerns identified during monitoring visits and/or audits by any requesting entity.

- f. Provide the County with grant/funding close-out services to ensure funding is retained.
- g. Prepare and review documentation and reports for completeness to ensure eligible work and costs are captured for audit purposes.
- h. Assist the County with applying for, packaging and submitting materials for reimbursement to all appropriate government entities as required for ARPA.
- i. Streamline reporting process to ensure continued compliance and provide post award grants administration.
- j. Assist the County with reporting requirements and disclosures such as, but not limited to, Quarterly Project and Expenditure Reporting, Annual Recovery Plan Performance Report, and Single Audit.
- k. Attend and/or present to Council, standing committees, and/or community engagement meetings, as needed.

Consultant shall be responsible for having the knowledge, experience, and technical competence in dealing and complying with all applicable federal regulations.

Consultant shall provide the County with requested documentation, data, and/or records related to reporting requirements and are not limited to the information listed above.

Consultant shall be responsible for providing their own workspace and equipment necessary to perform the services in accordance with EXHIBIT "A".

[Remainder of the page intentionally blank.]



## FEE SCHEDULE

### EXHIBIT "B"

CONSULTANT shall provide American Rescue Plan Program Administration in accordance with Exhibit A, Scope of Services at the hourly rates below.

Hourly Rates for Five (5) Year Term:

STAFFING POSITIONS	HOURLY RATES
Engagement Partner	\$305.00
Project Manager	\$170.00
Subject Matter Expert	\$130.00
Senior Grants Management Analyst	\$105.00
Grants Management Analyst	\$255.00

Hourly Rates for Additional Services:

STAFFING POSITIONS	HOURLY RATES
Engagement Partner	\$280.00
Project Manager	\$155.10
Subject Matter Expert	\$235.00
Senior Grants Management Analyst	\$117.50
Grants Management Analyst	\$ 94.00

EXHIBIT 'C'



# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
08/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services South, Inc. MSC# 17691 PO Box 551343 Atlanta GA 30355 USA	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C. No. Ext): (864) 241-1510 <b>FAX</b> (A/C. No.): (864) 241-1511 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Grant Thornton LLP 171 North Clark Street Suite 200 Chicago IL 60601 USA	<table border="1"> <thead> <tr> <th data-bbox="803 535 1372 556">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1372 535 1495 556">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 556 1372 577">INSURER A: National Fire Ins. Co. of Hartford</td> <td data-bbox="1372 556 1495 577">20478</td> </tr> <tr> <td data-bbox="803 577 1372 598">INSURER B: The Continental Insurance Company</td> <td data-bbox="1372 577 1495 598">35289</td> </tr> <tr> <td data-bbox="803 598 1372 619">INSURER C:</td> <td data-bbox="1372 598 1495 619"></td> </tr> <tr> <td data-bbox="803 619 1372 640">INSURER D:</td> <td data-bbox="1372 619 1495 640"></td> </tr> <tr> <td data-bbox="803 640 1372 661">INSURER E:</td> <td data-bbox="1372 640 1495 661"></td> </tr> <tr> <td data-bbox="803 661 1372 682">INSURER F:</td> <td data-bbox="1372 661 1495 682"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Ins. Co. of Hartford	20478	INSURER B: The Continental Insurance Company	35289	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 570088669360

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6081370470 General Liability	07/31/2021	07/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6081373210 Auto	07/31/2021	07/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			6081347562 Umbrella	07/31/2021	07/31/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Grant Thornton LLP Attn: Stacy Masloroff 3333 Finley Road, Suite 700 Downers Grove IL 60515 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
--	--

Holder Identifier :

Certificate No : 570088669360

## EXHIBIT "D" NASSAU COUNTY FEDERAL PROVISIONS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

**Definition**

*Firm* means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

***Age Discrimination Act of 1975***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

***Americans with Disabilities Act of 1990***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

***Byrd Anti-Lobbying Amendment***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. 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 an 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 shall 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 recipient.

***Civil Rights Act of 1964 – Title VI***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be

## NASSAU COUNTY FEDERAL REQUIREMENTS

### ATTACHMENT “G”

denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### ***Civil Rights Act of 1968***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

#### **Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree 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).

#### **Contract Work Hours and Safety Standards Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

#### **Copeland “Anti-Kickback” Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be 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.

## NASSAU COUNTY FEDERAL REQUIREMENTS

### ATTACHMENT "G"

#### **Davis-Bacon Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

#### **Debarment and Suspension**

All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Drug-Free Workplace Regulations**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

#### **Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

#### **Energy Policy and Conservation Act**

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Fly America Act of 1974**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

## NASSAU COUNTY FEDERAL REQUIREMENTS

**ATTACHMENT "G"****Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

**Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

**Patents and Intellectual Property Rights**

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Procurement of Recovered Materials**

All suppliers, contractors, and subcontractors, consultants, sub-consultants 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 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Terrorist Financing**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

**Trafficking Victims Protection Act of 2000**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR

## NASSAU COUNTY FEDERAL REQUIREMENTS

### ATTACHMENT "G"

§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

#### Rehabilitation Act of 1973

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

#### USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

#### Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

#### Termination Provisions

Nassau County may terminate any resulting contract should the Contractor fail to abide by its requirements.

#### Legal Remedies Provisions

In instances where the Contractor violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

#### Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in

## NASSAU COUNTY FEDERAL REQUIREMENTS

### ATTACHMENT "G"

any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

#### **Access to Records and Record Retainage**

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out.

Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **Domestic Procurement Preference.**

As appropriate and to the extent consistent with law, Nassau County Contractor 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)." For purposes of this clause, (i) "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, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **Telecommunications Huawei / ZTE Ban**

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.



## EXHIBIT "E"



## REQUEST FOR PROPOSALS

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

<b>Solicitation Title:</b> American Rescue Plan Program Administration	
<b>Solicitation Number:</b> NC22-005-RFP	<b>Project/Contract Duration:</b> Five (5) years from Execution
<b>Requesting Department:</b> County Manager	<b>Procurement Contact:</b> Lanaee Gilmore, Procurement Director
<b>Contact Address:</b> 96135 Nassau Place, Suite 2 Yulee, Florida 32097	<b>Contact Information:</b> procurement@nassaucountyfl.com
<b>Response Due Date and Opening Date/Time:</b> April 21, 2022, by 10:00 AM (Nassau County time)	
<b>Pre-Response Meeting Date/Time:</b> None	<b>Deadline for Questions:</b> March 31, 2022, by @ 4:00 PM (Nassau County time)
<b>Location of Response Opening:</b> Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

<b>Legal Name of Respondent:</b>		
<b>Business Address:</b>		
<b>Phone Number:</b>	<b>Email:</b>	<b>FL License Number:</b>
<b>Authorized Signature:</b>		<b>Date:</b>
<b>Printed Name of Signer:</b>		<b>Title:</b>

**General Instructions/Declarations**

1. Response results will be available pursuant to Florida Statute 119.071(b).
2. Responses must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any response submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Responder's responsibility to advise the Procurement Department via the County's electronic bidding platform (PlanetBids) if, in the Responder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

**(THIS PAGE MUST BE RETURNED WITH YOUR RESPONSE)**

**NASSAU COUNTY REQUEST FOR PROPOSALS  
NC22-005-RFP – AMERICAN RESCUE PLAN PROGRAM ADMINISTRATION**

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NASSAU COUNTY REQUEST FOR PROPOSALS  
NC22-005-RFP – AMERICAN RESCUE PLAN PROGRAM ADMINISTRATION

**SECTION A. INSTRUCTIONS TO RESPONDERS**

- A1.** Responders are expected to carefully examine these solicitation forms, specifications, attached drawings (if any), and all instructions. Failure to do so will be at the Responder's risk. Responders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.
- A2.** All responses must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- A3. Definitions:** The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents, and employees.
- A4. Response Price Sheet:** Responder shall furnish their hourly rate schedule on the County's enclosed Response Price Sheet, if one is provided by the County.
- A5. Response Submittal:** All responses must be submitted electronically via the County's electronic bidding platform (PlanetBids), accessible via the County's website.

It is the Respondent's responsibility to ensure that Responses are received in the County's electronic bidding platform before the response due date and time. **The platform will not allow responses after the cut-off time EVEN IF YOU ARE IN THE PROCESS OF SUBMITTING YOUR RESPONSE WHEN THE CUT-OFF TIME ARRIVES.** Please plan your submittal timing accordingly. No mailed, facsimile, or emailed responses will be considered.

ALL RESPONSES MUST BE SUBMITTED VIA THE COUNTY'S VENDOR PORTAL.

- A6. Response Opening:** Responses will be opened at the Office of the Clerk on the date and time specified on the cover page of this solicitation at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida.
- A7. Additional Information:** The County reserves the right to request any additional information needed for clarification from any Responder for evaluation purposes.
- A8. Effective July 1, 2012 – Amendments to Public Meetings and Public Records Laws for Government Contracting:** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the Board provides a notice of intended decision or thirty (30) days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the "competitive negotiation" process at which a vendor makes an oral presentation or answers questions as part of the "competitive solicitation" process are exempt from public meeting requirements until the Board provides notice of an intended decision or until thirty (30) days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

**NASSAU COUNTY REQUEST FOR PROPOSALS  
NC22-005-RFP – AMERICAN RESCUE PLAN PROGRAM ADMINISTRATION**

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals or final replies.

Please refer to Florida Statutes 119.071, 255.0518 and 286.0113 for further details.

- A9. Response Withdrawal/Modification:** Responses may not be withdrawn for a period of ninety (90) days after the response opening date. Responses may be withdrawn or modified at any time before the response due date during which the Responder may withdraw their response or make any needed modification(s) and resubmit without prejudice by utilizing the modification/withdrawal feature within the County's electronic bidding platform.
- A10. Lump Sum/Unit Price Accuracy:** Please check your pricing before submitting your response, as no changes in pricing will be allowed after the response opening. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended price and/or calculation errors.
- A11. Proper Signatures:** Be sure to sign your response. Failure to include proper signatures on the required documents may result in a disqualification of that response.
- A12. Limitations on Liability:** Responders are advised that the County will not accept limitations on liability from any vendor. The successful Responder(s) will be fully liable for all damages and events caused by them, without any limitations, and they shall waive any rights of subrogation as a part of any contract resulting from this solicitation and associated submittal. The County will pursue liable Responders to the extent allowed by law for damages caused by them during the performance of a contract with the County. Any response received that limits liability will be considered unresponsive and will not be accepted by the County.
- A13. Insurance:** Responder shall include in their response package a copy of their current, valid insurance coverage certification that meets or exceeds the requirements of the County specified within this solicitation.
- A14. Participation in E-Verify Required by Law:** Pursuant to Florida Statute 448.095, all vendors doing business with Nassau County are required to register with, and participate in, the federal government's E-Verify program ([www.e-verify.gov](http://www.e-verify.gov)). Responders will be required to provide proof of registration from E-Verify along with a completed affidavit certifying their compliance with F.S. 448.095. By submitting a response to this solicitation, Responder acknowledges and agrees that:
- (a) If the County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated,
  - (b) If the County has a good faith belief that a subcontractor knowingly violated Florida Statute 448.095(2), but the Prime Contractor otherwise complied with Florida Statute 448.095(2), the County shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor,
  - (c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such,

NASSAU COUNTY REQUEST FOR PROPOSALS  
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- (d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and
- (e) If a contract is terminated for a violation of F.S. 448 by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**A15. Response Check List:** Responders are cautioned to please check their response very carefully, using the following check list of forms to be submitted:

- \_\_\_\_\_ Response cover page (signed)
- \_\_\_\_\_ Proposal hourly rates
- \_\_\_\_\_ Addenda Acknowledgement
- \_\_\_\_\_ Public Entity Crimes
- \_\_\_\_\_ Experience of Responder
- \_\_\_\_\_ Drug Free Workplace
- \_\_\_\_\_ Current, valid proof of insurance
- \_\_\_\_\_ E-Verify Participation Affidavit
- \_\_\_\_\_ Proof of E-Verify Registration
- \_\_\_\_\_ Copy of current, valid license(s) as applicable

**A16. PRE-RESPONSE MEETING:** THERE WILL NOT BE A PRE-RESPONSE MEETING HELD FOR THIS SOLICITATION.

**Location:** N/A

**Time:** N/A

Requests for site visits outside of a pre-bid meeting must come through Procurement and be approved prior to any such visits.

**A17. Questions, Deadline for Questions, and Cone of Silence:** Responders are required to refrain from contacting any County Departments, Divisions, or external agents or consultants about this solicitation during the solicitation process. **ANY QUESTIONS FROM VENDORS MUST BE RECEIVED VIA THE COUNTY'S VENDOR PORTAL.** Failure to comply with this requirement may result in disqualification of your response and egregious and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County.

Questions received will be formatted by Procurement and issued to all interested parties in the form of an addendum. Oral questions and/or answers are not authorized outside of a Pre-Response Conference setting (if applicable), and the County will not entertain any verbal communications

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**regarding this or any other solicitation.** All questions regarding this solicitation must be received before 4:00 PM on March 31, 2022. Questions received after this date will not be reviewed.

Inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the bidder.

The County will consider the Responder's lack of inquiries or requests for clarification prior to the Deadline for Questions to constitute the Responder's acceptance of all of the terms, conditions, and requirements as stated in this solicitation and any addenda or amendments thereto.

- A18. Addenda:** It will be the responsibility of the Responder to visit the County's electronic bidding platform – prior to submitting a response – to ascertain if any addenda have been issued and to review those addenda, if applicable. Responders must complete and return the enclosed Addenda Acknowledgement Form with their response. Failure to comply may result in disqualification of the response.
- A19. Interpretations of Data:** No interpretation of data including, but not limited to, surveys, plans, drawings, test results, and similar materials will be made to any bidder, except for what is provided in these documents or by written addendum.

**SECTION B. GENERAL PROVISIONS**

- B1. Terms & Conditions:** Responder proposes and agrees, if their response is accepted, to enter into a contract with the Nassau County Board of County Commissioners, to perform and furnish all goods and services specified in the contract documents, consistent with this solicitation, for the agreed-upon price, within the agreed timeframe indicated in this solicitation, and in accordance with the other terms and conditions of the contract. The successful Responder(s) shall execute and return to the County, within ten (10) days after receipt, all contractual documents, performance and payment bonds (if applicable), insurance certificates, E-Verify documentation, and any other documents required by this solicitation. No Contract shall be considered binding upon the County until it has been properly executed by all parties.
- B2. Receiving/Payment/Invoicing:** The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218.70). Payment shall not be made until goods/services have been received, inspected, and accepted by the County as to the quality and quantity ordered and received. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon, emailed to the County Department receiving the goods or services from the Vendor. Payment in advance of receipt of goods/services by the County will not be made.
- Invoice submitted shall be in sufficient detail as to item, service, quantity, and price in order for the County to verify compliance with the contract.
- B3. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet solicitation and contract specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes all necessary corrective action(s).

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- B4. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any response, invoice, or statement.
- B5. Independent Pricing:** By submitting a response, the Responder certifies that in connection with this solicitation:
- (a) The prices in the response have been arrived at independently, without consultation, communication, collusion, or agreement with any other offeror or competitor for the purpose of restricting competition, and
- (b) No attempt has been made or will be made by the Responder to influence any other person or firm to submit or not submit a response for the purpose of restricting competition.
- B6. Conflict of Interest – Business Association:** All Responders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County or related to an officer or employee of the County. Further, all Responders must disclose the name of any Nassau County officer or employee who has, either directly or indirectly, any interest of the Responder's firm or any of its branches, affiliates, or subsidiaries. Notwithstanding any other provision of law, failure to disclose will result in disqualification of the response and/or cancellation of work without the County being in breach of contract. The County will seek damages for recoupment of losses for having to re-solicit or re-assign and further reserves the right to debar any vendor who fails to disclose.
- B7. Conflict of Interest – Advisory Boards:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the County from holding any employment or contractual relationship with any business entity doing business with the County. Section 112.313(12), Florida Statutes, provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the County, which is the sole responsibility of the Responder and must be filed prior to or at the time of submission of the response. A copy of the filed disclosure form shall be included as part of the bidder's response.
- The advisory board member is required to, prior to or at the time of the submissions of the response, file a statement with the County, disclosing their interest and the nature of the intended business.
- The advisory board member, or his or her spouse, child, or other relative, is required to have in no way used or attempted to use his or her influence to persuade a member of the County or any of its personnel to enter into such a contract other than by the mere submission of the response.
- The advisory board member, or his or her spouse, child, or other relative, is required to have in no way participated in the determination of the solicitation's specifications or the determination of the responsible and responsive Responder.
- B8. Additional Terms and Conditions:** No additional terms and conditions included with the response shall be evaluated or considered. Any such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation and the response submitted. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and

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special conditions in this solicitation and contract documents are the only conditions applicable to this solicitation and the Responder's authorized signature affixed to the response attests to this.

**B9. Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 1, YULEE, FLORIDA 32097. To the extent that the selected vendor(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the Vendor(s) shall:

- (a) Keep and maintain public records required by the public agency to perform the service,
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law,
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency, and
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (e) A request to inspect or copy public records relating to a public agency's contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time. If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract. A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

If a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

**B10. Public Entity Crimes:** A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public



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entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The enclosed sworn statement for Public Entity Crimes under Florida Statute 287.133(3)(a) must be submitted with the response.

- B11. Debarred Vendors:** The County reserves the right to withhold award, rescind an award, or forego award to any Responder who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County's sole determination as to the desirability of contracting with a Responder who has been barred from doing business with a public entity.
- B12. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by veteran-, minority-, and woman-owned businesses. Such businesses are to be afforded a full opportunity to participate in any procurement by the County and will not be subject to discrimination on the basis of race, color, creed, religion, sex, gender, disability, political affiliation, or national origin.

The County is an equal opportunity/affirmative action employer. The County is committed to equal employment opportunities and expects firms that do business with the County to do the same.

**SECTION C. SPECIAL PROVISIONS**

- C1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate, discourage, impede, or otherwise prevent any vendor from submitting a response.
- C2. Experience of Responder:** Responder must be a provider currently doing business with the general public, servicing a minimum of three (3) commercial or public entity accounts equal in size and scope to this solicitation, must have experience with similar federal funding programs such as Cares Act funding, and be properly licensed to do business in the State of Florida for no less than three (3) years.
- C3. Attachments/Exhibits:** All attachments and exhibits are made an essential part of this solicitation.

If you choose not to respond to this solicitation, please complete and return the enclosed Statement of "No-Response" prior to the response opening.

- C4. Trade Secrets:** In accordance with Chapter 119 of Florida Statutes, and except as may be provided by other applicable State or Federal Law, all Responders should be aware that formal solicitations – and the responses thereto – are subject to public disclosure. Requests for confidential treatment of trade secrets will not supersede the County's legal obligation to provide records to the public consistent with state law or an order by a court of competent jurisdiction.

In requesting confidential treatment of trade secrets, Responders must cite specific, applicable legal grounds to support a request for confidential treatment of any portion of a response that contains trade secrets, as defined by Florida Statutes. Requests by Responders to keep entire responses confidential are generally not supported by public records laws. At a minimum, the County will

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always disclose a Responder's name, a generalized summary of the response, and the price quoted when answering a formal public records request.

If the Responder requests confidential treatment of trade secrets, they must submit an additional copy of their response with the proposed trade secrets redacted. This copy must include a general description of the information redacted and be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, Responder shall supply a listing of the provisions identified in Statute(s) by which it seeks confidential treatment, including a detailed justification for exempting the information from public disclosure.

All redactions must be supported by law, and all assertions of trade secrets are at the sole discretion of the County. The Responder shall indemnify and hold harmless the County and its personnel against any claims arising out of a good faith rejection of a request for confidential treatment, and any subsequent disclosure thereof pursuant to a lawful public records request.

Responder shall also indemnify and hold harmless the County and its personnel for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of Responder's request for confidential treatment. Responder agrees and understands that the County may make copies of, and distribute, the unredacted response in order to facilitate review and evaluation of a response. Responder warrants that such copying will not violate the rights of any third party.

**SECTION D. AWARD OR REJECTION OF RESPONSES**

- D1. Award of Contract:** Award will be made to the most qualified vendor(s) who were responsive to the solicitation that meets or exceeds specifications.
- D2. Right to Reject:** The County reserves the right to reject any or all responses, with or without cause, without recourse, or to waive technicalities or to accept responses which, in its sole judgment, best serve the interests of the County. Response to this solicitation is considered an operational cost of the Responder and shall not be passed on to or borne by the County. The County also reserves the right to reject the response of a Responder who has previously failed to perform properly, completely, on-time and/or on-cost, contracts of a similar nature, or that are not, in the County's sole discretion, in a position to perform the contract.
- D3. Disqualification of Bidders:** Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a bidder and the rejection of its submittal:
- (a) Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names,
  - (b) Evidence of collusion among bidders, or previous participation in collusive bidding or proposing on work for the County,
  - (c) Any material misrepresentation,
  - (d) Uncompleted work for which the Responder is committed by contract which, in the judgment of the County, might hinder or prevent the prompt completion of the work under this contract if awarded to bidder,

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- (e) Violations of the Cone of Silence as provided for herein,
- (f) Actual or potential conflict of interest as provided for in Section 112.313(3), Florida Statutes, or
- (g) Conviction for a public entity crime as provided for in Section 287.133, Florida Statutes.

The above listed causes are not an exhaustive list, and the County may disqualify Responders for causes not listed

**D4. Evaluation and Selection:** Proposals submitted that satisfy the requirements of this RFP and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Manager.

- (a) In ranking Proposals, the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP,
- (b) The County reserves the right to award to more than one Proposer,
- (c) The Selection Committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

<b>Category</b>	<b>Points Available</b>
Understanding of Requirements & Scope of Work	10
Organization & Abilities of Consultant	20
Relevant Experience	30
References Provided	20
Technical Approach	20
<b>Total Possible Points</b>	<b>100</b>

- (d) Proposers may be selected for interviews or oral presentations. The County makes no commitment to any Proposer for consideration beyond the written response submitted. Such additional consideration shall be at the sole discretion of the County and all Proposers will be notified of the shortlisted Proposers as well as the date, time, and location of interviews and/or oral presentations, if applicable,
- (e) The Proposal(s) deemed to be in the best interest of the County by the Selection Committee shall be presented by the County Manager to the Nassau County Board of Commissioners, who shall either accept or reject the recommendation of the Committee, and
- (f) Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

**D5. The Contract:** Upon approval by the Board, the County will provide a contract for the successful Responder's execution.

The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Proposer to accept this obligation may result in the cancellation of the award.

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

The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Nassau County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.

- D6. Placing of Orders:** The award of a contract does not constitute an order nor a Notice to Proceed. Before any services can be performed, the successful Responder must receive written authorization from the County.
- D7. Best Prices:** Award will be made without further negotiation based upon competitive responses and proposals submitted; therefore only "best and final pricing" should be submitted with your proposal.

[Remainder of the page intentionally blank.]

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**ATTACHMENT “A”  
TECHNICAL SPECIFICATIONS/SCOPE OF WORK**

**American Rescue Plan Act and Coronavirus State and Local Fiscal Recovery Funds**

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The County has been allocated \$17.2 million of SLFRF to respond to the economic and public health impacts of COVID-19 and received the first disbursement of \$8.6 million in May 2021. The Treasury’s final guidance shall be effective on April 1, 2022. The County Commissioners approved the Nassau County Prosperity Plan outlining critical success factors and potential uses to implement the use of the ARPA funding

Nassau County is seeking a Respondent to perform the following services as part of this Project. Each Respondent’s proposal should address each of the following services, using the same identifying language, including any paragraph or section numbers or letters as used in the RFP as indicated below. The selected Respondent may assist the County with the following duties, including but not limited to:

**1. Coordination and Strategic Use of Funds**

- a. Provide support for strategic planning and coordination of all efforts related to the planning, coordination, expenditure, and reporting of funds.
- b. Develop and implement strategies designated to maximize various federal and state funding sources (e.g., ARPA, state broadband funds from ARPA, future infrastructure bills).
- c. Identify potential improvements and maximize public assistance/American Rescue Plan Act funding in conjunction with the County and other local entities.
- d. Respondent should have or be able to create a resource portal for Non-Profit Organizations to access to see what grants are available to them through ARPA Funds.
- e. Provide to the county a plan for on the job monitoring of all contractors to guard the County against fraud.

**2. Compliance and Technical Assistance**

- a. Provide technical advisory services related to allowed uses of ARPA funds and respond to questions from the County and provide formal written opinions (including legal opinions, if requested) regarding the eligibility of specific County expenses to be covered by ARPA funds available from federal, state and other sources.
- b. Provide expert programmatic and policy advice on federal programs.
- c. Develop appropriate documentation to demonstrate compliance with ARPA guidance.
- d. Develop processes and documentation requirements around sub-recipient risk assessment, monitoring and management, including training of sub-recipients on funding requirements.
- e. Provide guidance on a technology solution for tracking American Rescue Plan Act funding distribution strategy to sub-recipients.
- f. Provide administrative assistance, oversight, and program recommendations to the County to facilitate and ensure appropriate progress on agreed-upon deliverables.
- g. Resolve any requests for information, justification, audit findings, and eligibility appeals.
- h. Assist the County with responding to public concerns and comments, and the preparation of Public Service Announcements and interviews as requested.

**3. Cost Recovery and Fiscal Reporting**

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- a. Prepare the Revenue Loss Calculation and submit to all appropriate government entities as necessary as required for ARPA.
- b. Review contracts and purchasing documentation to ensure cost recovery and compliance of expenditures using federal funds.
- c. Provide oversight and guidance to guarantee compliance with OMB Uniform Guidance 2 CFR, Part 200, including performing internal control risk assessments as required.
- d. Review and assist with processing payment requests and determining allowable costs.
- e. Assist with preparation of project files and responses to any findings and/or concerns identified during monitoring visits and/or audits by any requesting entity.
- f. Provide the County with grant/funding close-out services to ensure funding is retained.
- g. Prepare and review documentation and reports for completeness to ensure eligible work and costs are captured for audit purposes.
- h. Assist the County with applying for, packaging and submitting materials for reimbursement to all appropriate government entities as required for ARPA.
- i. Streamline reporting process to ensure continued compliance and provide post award grants administration.
- j. Assist the County with reporting requirements and disclosures such as, but not limited to, Quarterly Project and Expenditure Reporting, Annual Recovery Plan Performance Report, and Single Audit.
- k. Attend and/or present to Council, standing committees, and/or community engagement meetings, as needed.

Services awarded under this solicitation are federally funded by ARPA and may include additional terms and conditions as required by US Federal Regulations. It is expected that the Respondent will be responsible for having the knowledge, experience, and technical competence in dealing and complying with all applicable federal regulations. The County may request documentation, data, and/or records related to reporting requirements and are not limited to the information listed above.

Respondent is responsible for providing their own workspace and equipment necessary to perform the duties requested in this RFP.

Respondent shall provide a fee schedule/hourly rate for each position that will be assigned to the resulting contract with Nassau County.

Respondent may need to accept and acknowledge County policies in order to access electronic files.

[Remainder of the page intentionally blank.]

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**ATTACHMENT “B”  
STATEMENT OF “NO RESPONSE”**

If you do not intend to respond to this solicitation, please help us improve future solicitations by completing and returning this form prior to the date shown for receipt of responses to the Nassau County Board of County Commissioners, c/o Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097 or by uploading to PlanetBids.

We have declined to respond for the following reason(s):

\_\_\_\_\_ Specifications are too restrictive (please explain below)

\_\_\_\_\_ Insufficient time to respond to the solicitation

\_\_\_\_\_ We do not offer this product/service or equivalent

\_\_\_\_\_ Our schedule would not permit us to perform

\_\_\_\_\_ Unable to meet specifications

\_\_\_\_\_ Unable to meet bond requirements

\_\_\_\_\_ Specifications unclear (please explain below)

\_\_\_\_\_ Other (please specify below)

Remarks: \_\_\_\_\_

\_\_\_\_\_

We understand that if the “No Response” letter is not executed and returned; our name may be deleted from the list of qualified vendors for Nassau County Board of County Commissioners for future projects.

\_\_\_\_\_

Typed Name and Title

\_\_\_\_\_

Company Name

\_\_\_\_\_

Address

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Fax Number

\_\_\_\_\_

Email Address

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**ATTACHMENT “C”**

**ADDENDA ACKNOWLEDGMENT**

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p><b>RFP NO. NC22-005</b></p>	<p>Addendum # ____ through # ____</p> <p>Initial:</p> <p>Date:</p>
<p>Person Completing RFQu (Signature)</p>	
<p>Name (Printed):</p>	<p>Title:</p>

>>>Failure to submit this form may disqualify your response<<<



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**ATTACHMENT “D”**

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

TO BE RETURNED WITH RESPONSE

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

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_ (entity submitting sworn statement), whose business address is \_\_\_\_\_ and its Federal Employee Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ (please print name of individual signing), and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

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“person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

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

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

NASSAU COUNTY REQUEST FOR PROPOSALS  
NC22-005-RFP – AMERICAN RESCUE PLAN PROGRAM ADMINISTRATION

**ATTACHMENT “E”**

**EXPERIENCE OF RESPONDER AND REFERENCES**

The following questionnaire shall be answered by the Responder for use in evaluating the response.

- 1. FIRM NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Name of primary contact responsible for work performance: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
  
- 2. INSURANCE:**  
Surety Company: \_\_\_\_\_  
Agent Company: \_\_\_\_\_  
Agent Contact: \_\_\_\_\_  
Total Bonding Capacity: \$ \_\_\_\_\_ Value of Work Presently Bonded: \$ \_\_\_\_\_
  
- 3. EXPERIENCE:**  
Years in business: \_\_\_\_\_  
Years in business under this name: \_\_\_\_\_  
Years performing this type of work: \_\_\_\_\_  
Value of work now under contract: \_\_\_\_\_  
Value of work in place last year: \_\_\_\_\_  
Percentage (%) of work usually self-performed: \_\_\_\_\_  
Name of subvendors you may use: \_\_\_\_\_  
Has your firm: Failed to complete a contract: \_\_\_ Yes \_\_\_ No  
Been involved in bankruptcy or reorganization: \_\_\_ Yes \_\_\_ No  
Pending judgment claims or suits against firm: \_\_\_ Yes \_\_\_ No
  
- 4. PERSONNEL**  
How many employees does your company employ:  

Management	_____ Full time	_____ Part time
Site/Crew Supervisors	_____ Full time	_____ Part time
Workers/Laborers	_____ Full time	_____ Part time
Clerical	_____ Full time	_____ Part time

**NASSAU COUNTY REQUEST FOR PROPOSALS  
NC22-005-RFP – AMERICAN RESCUE PLAN PROGRAM ADMINISTRATION**

Other                      \_\_\_\_ Full time    \_\_\_\_ Part time

**5. WORK EXPERIENCE:**

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Reference #2:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Reference #3:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**REMINDER:**

**THIS FORM IS TO BE INCLUDED WITH RESPONSE. FAILURE TO SUBMIT ALONG WITH RESPONSE MAY BE CAUSE FOR DISQUALIFICATION.**

NASSAU COUNTY REQUEST FOR PROPOSALS  
NC22-005-RFP – AMERICAN RESCUE PLAN PROGRAM ADMINISTRATION

**ATTACHMENT “F”**

**DRUG FREE WORKPLACE CERTIFICATE**

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

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

NASSAU COUNTY REQUEST FOR PROPOSALS  
NC22-005-RFP – AMERICAN RESCUE PLAN PROGRAM ADMINISTRATION

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The preceding was sworn to (or affirmed) and subscribed before me by means of \_\_\_\_ physical presence  
or \_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ who is \_\_\_\_ personally known to me or \_\_\_\_ produced \_\_\_\_\_  
as identification.

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

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

## FEDERAL REQUIREMENTS

## ATTACHMENT "G"

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

**Definition**

*Firm* means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

***Age Discrimination Act of 1975***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

***Americans with Disabilities Act of 1990***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

***Byrd Anti-Lobbying Amendment***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. 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 an 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 shall 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 recipient.

***Civil Rights Act of 1964 – Title VI***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be

## FEDERAL REQUIREMENTS

**ATTACHMENT "G"**

denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

***Civil Rights Act of 1968***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

**Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree 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).

**Contract Work Hours and Safety Standards Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

**Copeland "Anti-Kickback" Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be 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.



## FEDERAL REQUIREMENTS

**ATTACHMENT "G"****Davis-Bacon Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

**Debarment and Suspension**

All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Drug-Free Workplace Regulations**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

**Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

**Energy Policy and Conservation Act**

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Fly America Act of 1974**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

## FEDERAL REQUIREMENTS

**ATTACHMENT "G"****Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

**Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

**Patents and Intellectual Property Rights**

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Procurement of Recovered Materials**

All suppliers, contractors, and subcontractors, consultants, sub-consultants 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 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Terrorist Financing**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

**Trafficking Victims Protection Act of 2000**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR

## FEDERAL REQUIREMENTS

### ATTACHMENT "G"

§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

#### Rehabilitation Act of 1973

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

#### USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

#### Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

#### Termination Provisions

Nassau County may terminate any resulting contract should the Contractor fail to abide by its requirements.

#### Legal Remedies Provisions

In instances where the Contractor violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

#### Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in

## FEDERAL REQUIREMENTS

### ATTACHMENT "G"

any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

#### **Access to Records and Record Retainage**

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out.

Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **Domestic Procurement Preference.**

As appropriate and to the extent consistent with law, Nassau County Contractor 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)." For purposes of this clause, (i) "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, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **Telecommunications Huawei / ZTE Ban**

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

John Martin  
Aaron C. Bell  
Jeff Gray  
Thomas R. Ford  
Klynt Farmer

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Amelia Island  
Dist. No. 3 Yulee  
Dist. No. 4 Bryceville/Hilliard  
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

TACO E. POPE, AICP  
County Manager

## ATTACHMENT "H"

# E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: \_\_\_\_\_

Bid No./Contract No.: \_\_\_\_\_

### DEFINITIONS:

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

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

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

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

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

**(904) 530-6100**

***An Affirmative Action / Equal Opportunity Employer***

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

#### **CONTRACT TERMINATION:**

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

**ATTACHMENT "H-1"**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ (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 \_\_\_\_\_ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ 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 \_\_\_\_\_ as identification.

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

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

My Commission Expires: \_\_\_\_\_

**ATTACHMENT "H-2"**  
**SUBCONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ (Subcontractor 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 \_\_\_\_\_ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ 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 \_\_\_\_\_ as identification.

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

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

My Commission Expires: \_\_\_\_\_



**ATTACHMENT "I"****GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS****COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

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

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

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

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

**Part One** – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

**Part Two** – Employer's Liability Insurance

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

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

**AUTOMOBILE LIABILITY INSURANCE**

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

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

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

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

### **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

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

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

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

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

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, *except Workers' Compensation and Professional Liability*, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners thirty (30) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

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

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

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

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

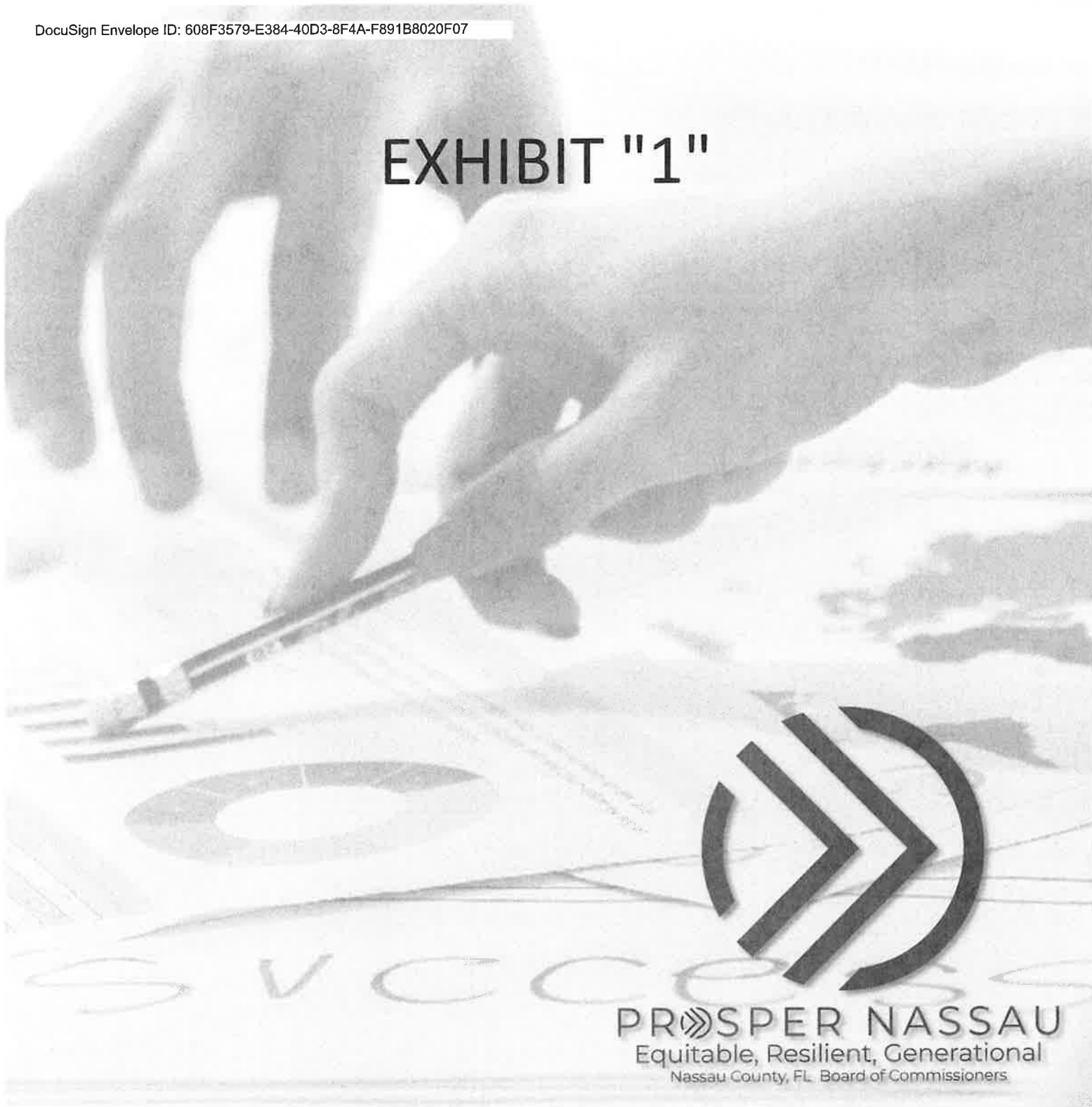
If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost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

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

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

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

# EXHIBIT "1"



## Nassau Florida Prosperity Plan

*Local Application of the American Rescue Plan*

**Nassau County, Florida**

**Preliminary Implementation Framework  
May 24, 2021**



**G | S | G**  
GOVERNMENT SERVICES GROUP, INC.  
WeServeGovernments.com

## County Manager's Context Statement

In the Spring of 2020, we began an unprecedented journey that changed our lives and how we interact with world around us. Facing an unknown threat and great uncertainty, fear gripped communities across the globe. Here at home, the citizens of Nassau County and our business/community leaders did not allow these fears to paralyze our life and economy. We, as a collective community, leveraged our assets in response to this new threat. We stabilized our local economy, took care of our most vulnerable citizens, kept our impacted workforce in their homes, supported our small businesses, and led the State of Florida in both the rollout of a local COVID-19 vaccine program and timely acquisition of CARES Act dollars.



**PROSPER NASSAU**  
Equitable, Resilient, Generational  
Nassau County, FL Board of Commissioners

*"The ARP must be viewed in the perspective of creating a more resilient, equitable, and prosperous economic ecosystem – an ecosystem where citizens, irrespective of their position on the socio-economic spectrum, have an equal opportunity to access the wealth generating potential of Nassau Florida."*

*- Taco E. Pope, AICP,  
County Manager*

Nassau secured \$15.4 million through the CARES Act that was successfully injected into the local economy to ensure our small businesses could weather the disruption and our impacted workforce could maintain residency in Nassau in preparation for the reopening of our service and tourism industry. To highlight a few of those programs:

1. 100% forgivable small business grants dedicated specifically to local small businesses impacted by the pandemic.
2. Innovative approaches to food stabilization programs that used federal dollars to support local non-profits who, in return, purchased food directly from locally owned restaurants. This allowed restaurants to stay open and continue to employ our friends and neighbors.
3. Through the local Chamber of Commerce, leveraged federal dollars to provide free PPE and sanitizing equipment and products to all local businesses.
4. 100% forgivable grants to landlords of residential rental properties to cure late/unpaid rent and provide prospective rent payments for those hardest hit by the pandemic.
5. 100% forgivable grants to mortgage companies to cure late mortgage payments and provide prospective mortgage payments for those hardest hit by the pandemic.

Now, in May of 2021, our tourism industry is on pace to exceed 2019 metrics, external dollars are flowing into our hotels, restaurants, and across our service industry, and our local unemployment percentages are at pre-pandemic levels. This local economic rebound is further enhanced by growth in the real estate and construction sectors. Both residential and new non-residential projects are coming out of the ground and multiple large scale industrial/manufacturing operations are actively positioning to locate in Nassau. This economic expansion is an absolute necessity of our local recovery efforts as Nassau faces revenue losses in both State shared revenues and ad valorem collected from certain non-residential properties/industries, i.e. resorts on Amelia Island.

While Nassau is trending in a positive direction, the pandemic did expose weaknesses and inequities in our economic ecosystem. For example, our service and tourism industry workforce took the brunt of

## County Manager's Context Statement

the disruption and faced significant uncertainty over a twelve-month period. Now that these weaknesses and inequities have been brought to light, it is incumbent upon local leadership to take the necessary action to create a more resilient and equitable economic ecosystem.

As such, approaching the American Rescue Plan (ARP) as simply a means of 'getting people back to work' is short-sided and lacks the depth necessary to produce long-term prosperity for ALL our citizens. The ARP must be viewed in the perspective of creating a more resilient, equitable, and prosperous economic ecosystem – *an ecosystem where citizens, irrespective of their position on the socio-economic spectrum, have an equal opportunity to access the wealth generating potential of Nassau Florida. An opportunity for a more prosperous future that is only limited by an individual's effort of pursuit.* The Nassau Florida Prosperity Plan is a means to expand the opportunity for ALL our citizens to prosper, build generational wealth, and establish a collective foundation for a more diversified and resilient local economic ecosystem that maximizes the potential of our populace.

How we, as a collective community, navigate this exceptional evolutionary moment will dramatically impact generations to come. In this era of transition, it is crucial that we promote a collaborative, inclusive and community-based approach to governance that places quality-of-life, fiscal and economic resiliency, and generational sustainability at the apex of decision making.

While the Nassau CARES Plan was strategically designed to stabilize our local economy and position our community to succeed in a post pandemic environment, the Nassau Florida Prosperity Plan (NFPP) is a strategic investment in our collective future. The NFPP is constructed around five overarching priorities which are interrelated and additive – each builds one upon the other to create whole that is greater than the sum of the parts.

1. Strategic Investment in Infrastructure
2. Strategic Investment in Local Business Incubation, Development and Acceleration
3. Strategic Investment in Revenue Stabilization and Diversification
4. Strategic Investment in Leveraging State/Federal Programs and Liaison Services/Technical Assistance for Non-profit Partners and Community Organizations
5. Strategic Investment in Economic Uncertainty

The Nassau Florida Prosperity Plan is an opportunity to leverage federal dollars to propel the greater community forward by expanding and diversifying our local economy, creating a more resilient economic ecosystem, facilitating equitable opportunity for wealth creation, and creating lasting public-value.

*This isn't a RESCUE Plan, this is a PROSPERITY PLAN*



Taco E. Pope, AICP  
County Manager  
Nassau Florida

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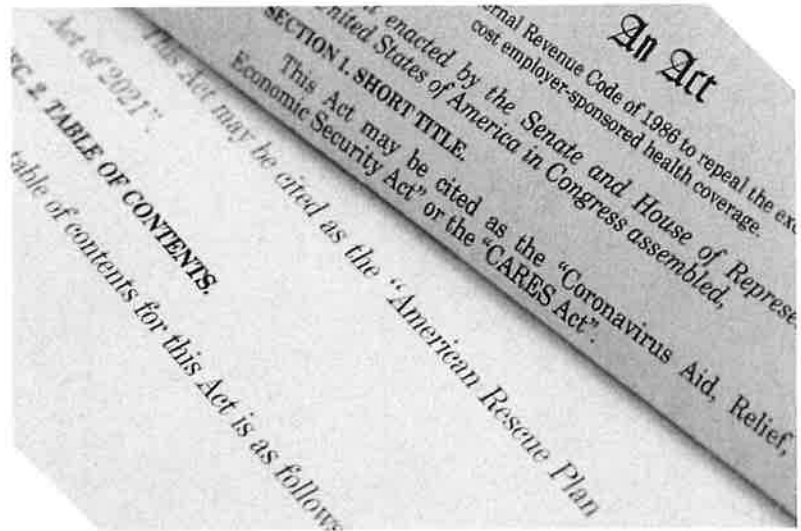
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## American Rescue Plan Act of 2021

### ARP Overview

The American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan ("ARP") is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021. The timing of guidance is predicated on the Act itself that stipulates the U.S. Treasury will disburse payments in two (2) installments, or "tranches," with the first distribution no later than 60 days from the date of the enactment, and the second distribution no earlier than twelve months after the first payment. Costs must be incurred from March 2021 to December 31, 2024. Below are a couple of main points from the American Rescue Plan:



#### 1. Payment of Funds

Cities with populations over 50,000 ("metropolitan cities") and all counties that are units of general local government (which includes political subdivisions) shall receive direct payments from Treasury. Smaller cities ("non-entitlement units of local government") with populations under 50,000 shall receive the State's allocations. There will be two payments made as follows:

- First payment within sixty (60) days of enactment of the Act for fifty (50) percent of an entity's allocation, and
- Second payment no earlier than twelve (12) months after the date on which the first amount is paid, for up to<sup>1</sup> the remaining fifty (50) percent of an entity's allocation. Guidance regarding the requirements on receiving the 2<sup>nd</sup> payment will be issued at a later date.

#### 2. Use of Funds

Approaching the American Rescue Plan (ARP) as simply a means of 'getting people back to work' is short-sided and lacks the depth necessary to be successful. The ARP must be viewed in the perspective of creating a more resilient, equitable, and prosperous economic ecosystem. The Nassau Florida Prosperity Acceleration Plan is a means to expand the opportunity for all our citizens to prosper, build generational wealth, and establish the foundation for a diversified and more resilient local economic ecosystem.

1. Current Treasury guidance is not clear on what will be required of local government to receive the second tranche of money. It is not presented as a guarantee that the 2nd tranche will be provided. Similar to the CARES Act, it is anticipated there will be prerequisites to receiving the 2nd tranche of money.



## American Rescue Plan Act of 2021

There are several uses of the funds under the Act as shown in Figure 1. The Interim Final Rule issued by the U.S. Treasury on May 10, 2021, specified eligible uses of the funds. The County is prioritizing the Nassau Florida Prosperity Plan to the American Rescue Plan as illustrated below. These priorities align with the permitted uses of the funds:



Figure 1: Aligning Prosperity Plan to ARP [Source: US Treasury Interim Final Rule and GSG]

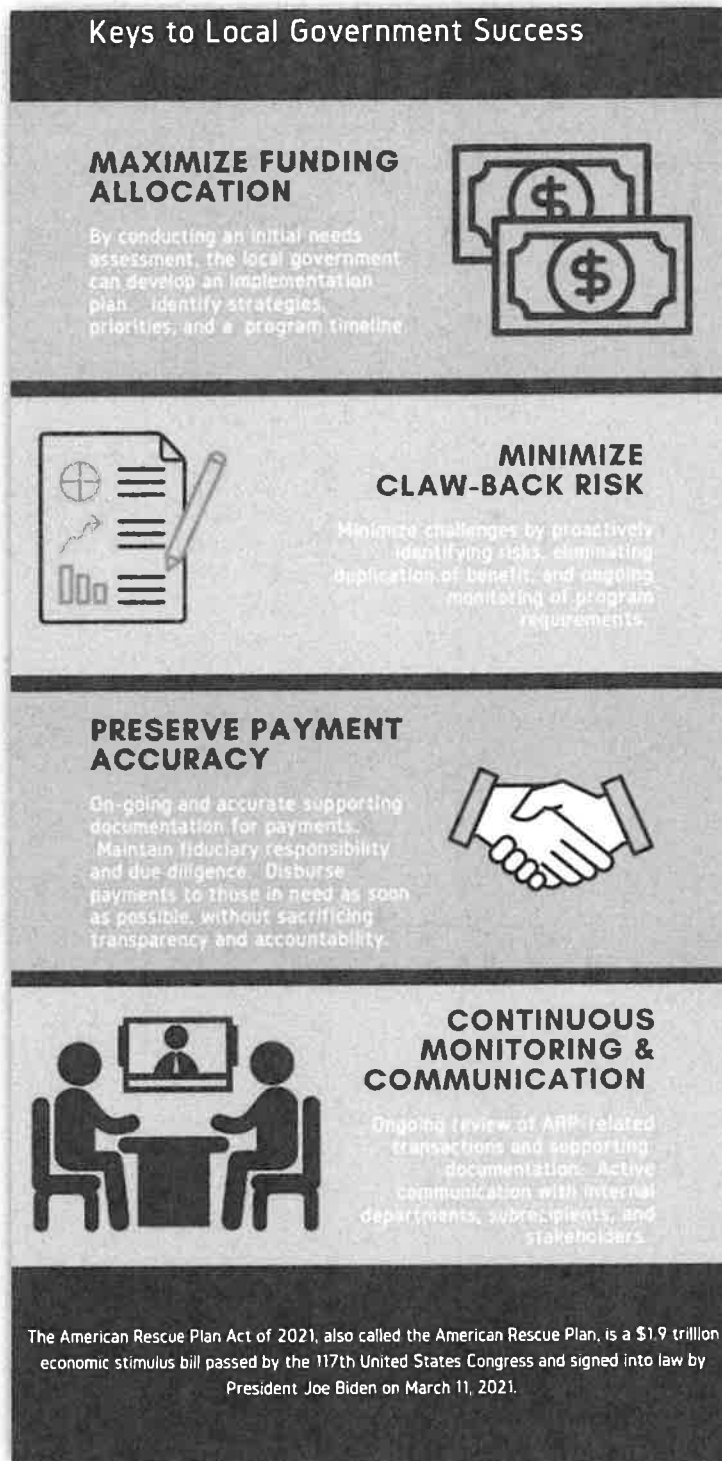
## Restrictions on the Uses of ARP Funds

While the U.S. Treasury will provide additional guidance, the ARP funds allocated to states has identified the initial restrictions. These restrictions are:

1. **Net Reduction in Tax Revenue:** If a state or territory has a reduction in net tax revenue, they must demonstrate how they paid for the tax cuts from sources other than the Coronavirus State Fiscal Recovery Funds by enacting policies to raise other sources of revenue, by cutting spending or through higher revenue due to economic growth
2. **Deposits into Pension Funds:** Funding may not be used to deposit into pension funds. Treasury defines "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. Recipients may use funds for routine payroll contributions to pensions of employees whose wages and salaries are an eligible use
3. **Other Restrictions on Use:** Funding debt service, legal settlements, or judgments. Deposit to any rainy-day funds or financial reserves. Additional restrictions may apply
4. **Funding:** Funds must be spent by the end of calendar year 2024.

## American Rescue Plan Act of 2021

### Critical Success Factors to Implementing the Nassau County ARP



The U.S. Treasury released the Interim Final Rule on May 10, 2021. The guidance, once finalized, will provide additional guidance and criteria to the eligible uses of the funds.

The County believes the following factors are critical to the success of the Nassau ARP. These factors include:

1. Maximize the Funding Allocation by leveraging the Funds with complimentary programs, as allowed, to multiply the investment to maximize economic expansion into the local community
2. Minimize Claw-back Risks
3. Preserve Payment Accuracy
4. Continuous Monitoring and Communication

Figure 2 illustrates these points and provides additional information related to each success factor.

Figure 2: Critical Success Factors [Source: GSG]

## American Rescue Plan Act of 2021

### Anticipated ARP Disbursement Process

#### *Lessons Learned from the CARES Act*

On March 27, 2020 Congress passed the “Coronavirus Aid, Relief, and Economic Security Act” (the “CARES Act”) to provide direct economic assistance in response to the financial fallout related to the COVID-19 pandemic. This legislation provided \$2.2 trillion of economic relief and stimulus for businesses, individuals, federal agencies, and state and local governments, including a \$150 billion Coronavirus Relief Fund for state and local governments to help offset necessary expenditures incurred due to the COVID-19 public health emergency. Nassau County received CARES Act Funds totaling \$15,464,380 through the Florida Division of Emergency Management (FDEM). The municipalities within Nassau County did not receive CARES funding directly from the U.S. Treasury or FDEM.

In Nassau County, the CARES Act provided critical financial assistance to non-profits, small businesses, as well as individuals for utility, foreclosure, and rental assistance. Figure 3 illustrates the differences between the CARES Act and the ARP Plan. While CARES was “surviving the pandemic,” ARP is about “strategic investments into the future.”

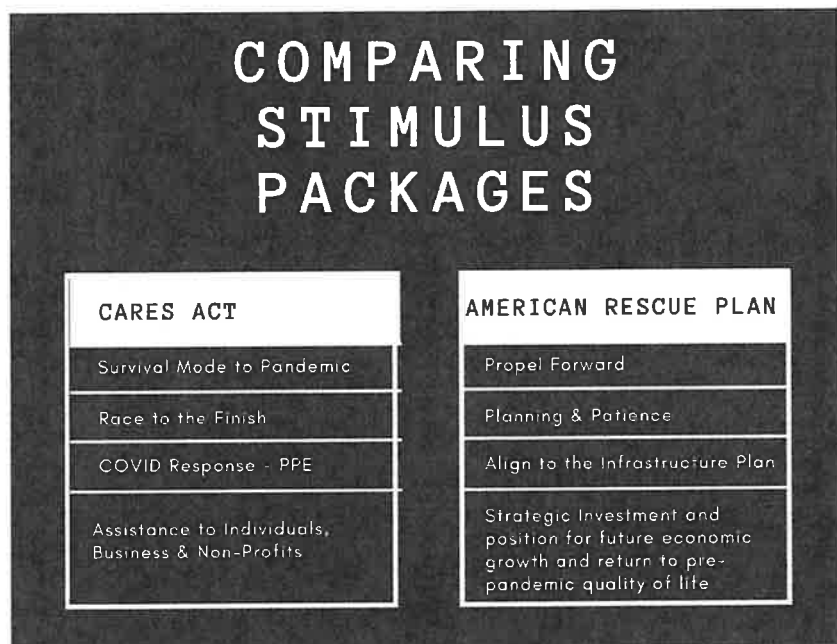


Figure 3: CARES versus ARP [Source: GSG]

By leveraging the lesson learned from CARES, the County is prepared to navigate complicated program requirements. Feedback across the State of Florida typically focused on future areas of improvement, such as:

- Improved community outreach and use of established social media platforms,
- Improved applicant education on eligibility and documentation requirements,
- Improved use of “how-to” or “DIY” video tutorials (e.g., YouTube), and
- Leverage local government location for on-site assistance.

## American Rescue Plan Act of 2021

### ***\$350 billion State & Local Fiscal Recovery Fund***

The State and Local Fiscal Recovery Fund provides \$350 billion for state and local governments to remedy rising costs and falling revenues. This will enable, among other uses, local government to address strategic economic and infrastructure investments and address governmental budget shortfalls.

### ***What the ARP Means to Nassau County***

ARP provides approximately \$350 billion in funding for state and local governments as shown in Figure 4.

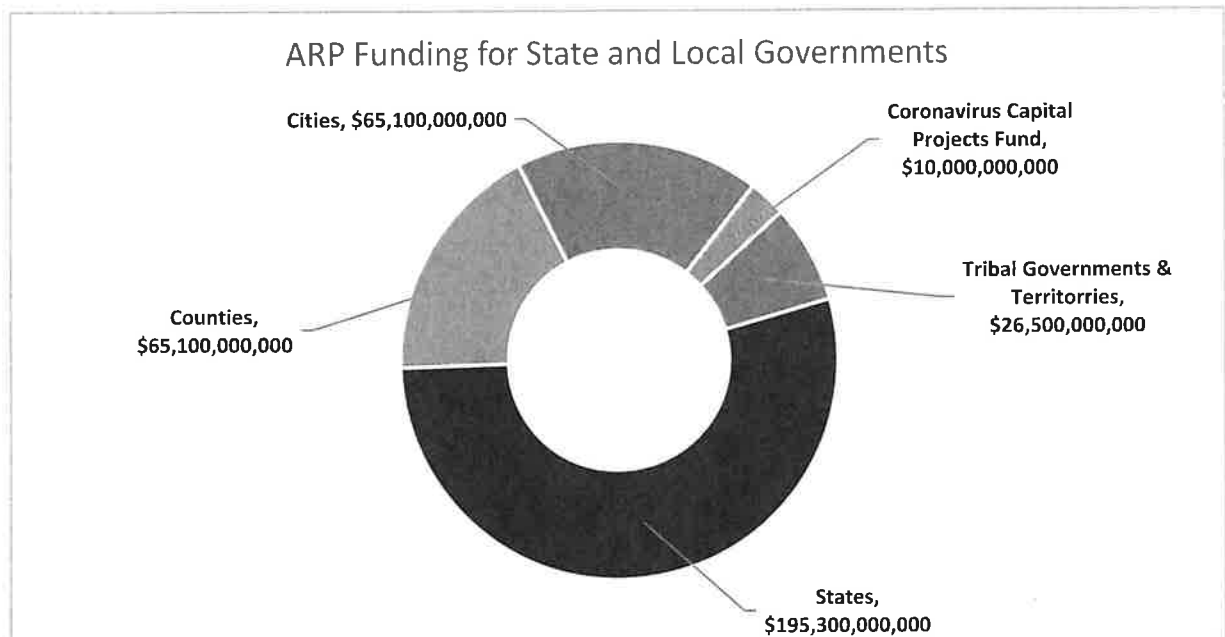
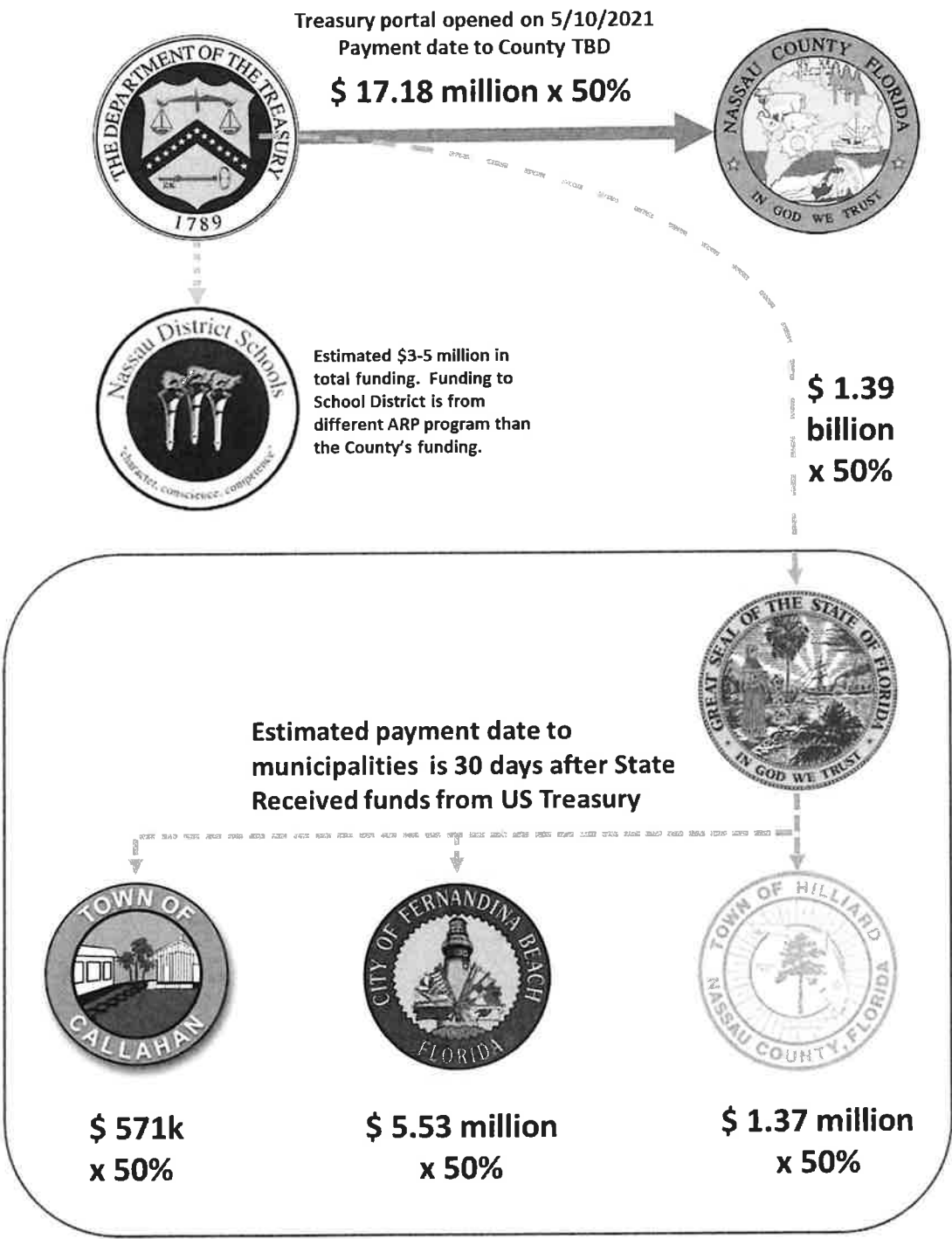


Figure 4: ARP State and Local Government Funding [Source: GFOA]

One significant different between CARES and ARP is that all government entities are included in the distribution of ARP funds. Cities will receive funding directly from the U.S. Treasury of the State of Florida for their ARP funding allocation.

On the following page, Figure 5 illustrates the anticipated flow of ARP funds from the US Treasury to Nassau County. The payment amounts are estimates and are subject to change. Figure 4 shows the ARP allocation, denoted in dollars. The ARP allocation represents the maximum funding through December 31, 2024. The amounts denoted below represent the maximum award amount. The payments will be made in two installments. The first payment of 50% of the award amount should be received within 60 days. The second payment will be paid no sooner than twelve months from receipt of the first payment. Additional guidance regarding the second payment will be issued at a later date. As of today, it is uncertain what prerequisites will be placed on local government in order to receive the second 50% of their 2<sup>nd</sup> ARP allocation.

American Rescue Plan Act of 2021



Payment amounts are estimates and are subject to change.

Figure 5: Anticipated Flow of Funds [Source: GSG]

## American Rescue Plan Act of 2021

For planning purposes, the Figure 6 illustrates the funding allocation based on a per capita and per square mile basis.

Jurisdiction	ARP Funding	Population (2019)	Per Capita	Square Miles	Per Sq Mile
Nassau County	\$17,188,273	88,615	\$194*	726.0	\$23,675
Town of Callahan	\$ 571,502	1,424	\$401	1.4	\$408,216
City of Fernandina Beach	\$5,533,906	12,364	\$448	12.1	\$455,841
Town of Hilliard	\$1,371,185	3,189	\$430	5.5	\$248,854

\*Per capita amount increases to \$239 if the calculation made on the unincorporated county population only.

Figure 6: ARP Allocations Per Capita and Per Square Mile [Source: GSG]

While Nassau County Board of Commissioners serve and represent all county residents, including those that live inside municipal boundaries, 81% of the County residents live in the unincorporated area. The unincorporated area served by the Board of County Commissioners is 97% of the County's land mass. Figure 6 illustrates that the ARP funding allocated to the Board of County Commissioners represents approximately 70% of the total ARP funds provided to Nassau County BOCC and their municipalities.

Like the CARES Act, the Nassau County School District will receive an ARP allocation from the U.S. Treasury under a different program. As part of the CARES Act, the School District received combined funding of \$3.1 from the State of Florida and Nassau County BOCC. While the School District's Allocation under ARP is not finalized, the anticipated ARP funding from the State may exceed \$3 million.

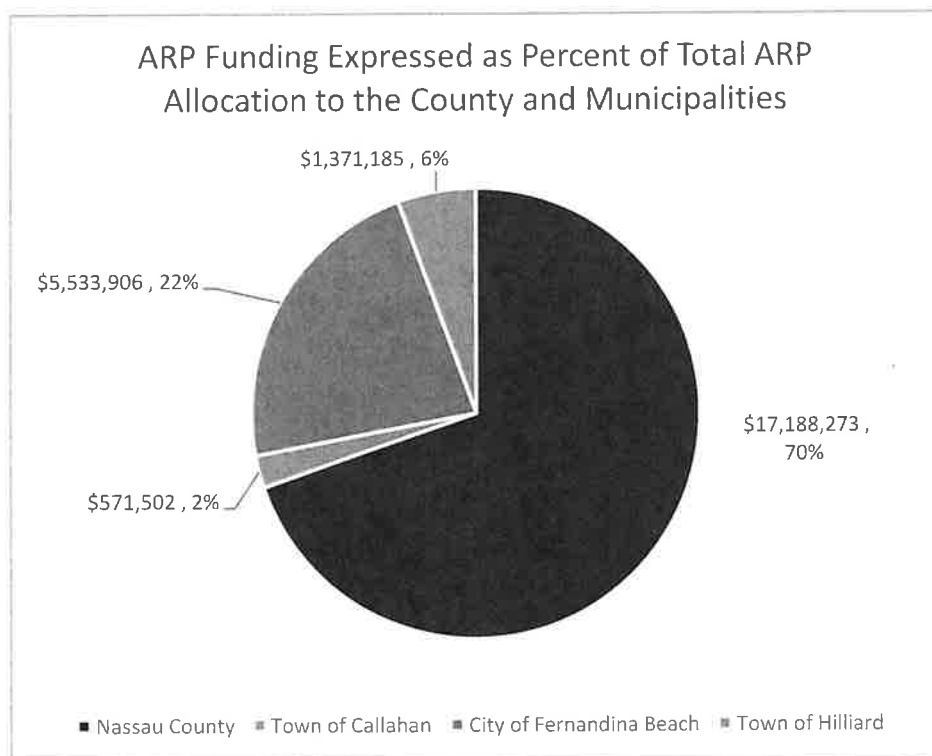


Figure 7: ARP Funding to Nassau County and Local Municipal Governments [Source: GFOA and GSG]

## American Rescue Plan Act of 2021

### Potential Uses of the Funds

President Biden's Executive Order from January 21, 2021, outlined that the Federal Emergency Management Agency (FEMA) may continue to cover eligible operational costs incurred due to the COVID-19 response. Eligible costs can be reimbursed 100% by FEMA. The County is presently reviewing its incurred costs and will continue to submit eligible costs to FEMA.



As of the date of this report, fully vetted specific criteria for the use of the ARP funds have not been released by the US Treasury. Final Treasury Guidance is not expected for another 60-90 days. As such, the proposed uses of funds are subject to change. The County's proposed use of funds is illustrated in Figure 8:



Figure 8: County's Proposed Use of ARP Funds [Source: GSG]



## **American Rescue Plan Act of 2021**

Nassau County's plan will continue to evolve as the U.S. Treasury provides clarification on the American Rescue Plan Act. Based on prior experience with the CARES Act, the U.S. Treasury will likely issue numerous guidance updates over the next 36 months. Based on information obtained from the National Association of Counties, the Association has submitted over 200 clarification questions to the U.S. Treasury requesting additional information. Like many Florida counties, Nassau County has established an economic uncertainty category. In the event of future unexpected needs or for potential Congressional changes to the authorized uses of these funds, the County can make adjustments as needed to optimize the County's use of the ARP funds.





## American Rescue Plan Act of 2021

### Supplemental Assistance Programs

As listed in Figure 9, the following programs provide assistance to specific groups, industries and government sectors seeking remedy from economic hardship incurred from the pandemic. Web links are provided for those affected parties seeking assistance. This section of the plan will continue to develop as additional programs are created by the state and federal government.

#### State of Florida Grant Programs:

Program	Amount	Recipient	Purpose
Florida Department of Children and Families - Emergency Rental Assistance Program  <a href="#">Our Florida</a>	\$800+ million	Households	Helping Florida recover and rebuild from the COVID-19 Public Health Emergency
Florida Community Loan Fund  <a href="https://fclf.org/fclf-news-and-updates-item/covid-19-resources-for-florida-nonprofits-and-small-businesses">https://fclf.org/fclf-news-and-updates-item/covid-19-resources-for-florida-nonprofits-and-small-businesses</a>	Unknown	Nonprofits and Small Businesses	COVID-19 Resources for Florida Nonprofits and Small Businesses providing loans and other financial assistance
Florida State Minority Supplier Development  <a href="https://fsmsdc.org/covid19/">https://fsmsdc.org/covid19/</a>	Unknown	Minority Business Enterprises	COVID-19 Business Resources, Services and Assistance to foster equity in business
Florida Department of Education  <a href="http://www.fldoe.org/em-response/grants.stml">http://www.fldoe.org/em-response/grants.stml</a>	Unknown	K-12 Schools	CARES Approved Grant Plans & Opportunities
Florida Department of Health  <a href="http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html">http://www.floridahealth.gov/about/administrative-functions/purchasing/grant-funding-opportunities/index.html</a>	Unknown	Various	Promote, promote, and improve the health of all people in Florida through integrated state, county & community efforts
Institute for Nonprofit Innovation and Excellence  <a href="https://www.theinstitutefor nonprofits.org/covid-19-funding">https://www.theinstitutefor nonprofits.org/covid-19-funding</a>	Unknown	Nonprofits	To strengthen the capacity and impact of nonprofits through education, collaboration, and advocacy
Florida Housing Finance Corporation  <a href="https://www.floridahousing.org/about-florida-housing/covid-19-information-resource">https://www.floridahousing.org/about-florida-housing/covid-19-information-resource</a>	See "Our Florida" program	Households	Directs application to "Our Home" program administered by FL DCF

## American Rescue Plan Act of 2021

### Federal Government Programs

General information regarding grant opportunities and technical assistance is located at [www.Grants.gov](http://www.Grants.gov). Programs regarding the American Rescue Plan and similar programs are denoted in the table below.

Program	Amount	Recipient	Purpose
Homeowner Assistance Fund <a href="#">Homeowner Assistance Fund   U.S. Department of the Treasury</a>	\$10 billion	States (to households)	Delinquent mortgage payments (mandate to prioritize socially disadvantaged households)
Emergency Rental Assistance Fund <a href="#">Emergency Rental Assistance Program   U.S. Department of the Treasury</a>	\$21.6 billion	States (to households)	Delinquent rent and utility payments (\$2.5 billion targeted for "high-need grantees")
Emergency Rental Assistance Program - State of Florida <a href="#">Our Florida</a>	\$1.3 billion	Households	Helping Florida recover and rebuild from the COVID-19 Public Health Emergency
Small Business Credit Initiative <a href="#">State Small Business Credit Initiative   U.S. Department of the Treasury</a>	\$10 billion	States (to households)	Funding of small business credit expansions, including \$500 million for businesses with <10 employees
Employee Retention Credit & Paid Leave Credit <a href="#">New law extends COVID tax credit for employers who keep workers on payroll   Internal Revenue Service (irs.gov)</a>		Small businesses	Allows businesses to offset payroll tax liability up to \$7,000/employee/qtr.  Paid leave credits extended through 9/21.  Dollar for dollar tax credit to \$5,000 in wages

## American Rescue Plan Act of 2021

Program	Amount	Recipient	Purpose
<b>Restaurant Revitalization Fund</b> <a href="#">Restaurant Revitalization Fund (sba.gov)</a>	\$29 billion	Restaurants and other eligible businesses	Funding of pandemic-related revenue loss up to \$10 million per business, \$5 million per physical location
<b>Elementary &amp; Secondary School Assistance</b> <a href="#">American Rescue Plan Elementary and Secondary School Emergency Relief - Office of Elementary and Secondary Education</a>	\$128.5 billion	School districts	Mitigation of learning loss through implementing summer learning, afterschool programs, or extended school year programs.
<b>Higher Education Assistance</b> <a href="#">American Rescue Plan Act of 2021: Simulated Distribution of Higher Education Emergency Relief Funds (acenet.edu)</a>	\$39.5 billion	Colleges and Universities	Emergency financial aid grants to students, as well as outreach to financial aid applicants experiencing recent unemployment.
<b>Airports</b> <a href="#">Airport Rescue Grants – Airports (faa.gov)</a>	\$8 billion	Airport authorities	Funds to offset COVID mitigation related costs, and debt service payments
<b>Public Transportation</b> <a href="#">American Rescue Plan Act of 2021   FTA (dot.gov)</a>	\$21.6 billion	Public transit systems	Public transit payroll reimbursement, lost revenue reimbursement, administrative leave payments due to reductions in service

Figure 9: Supplemental Assistance Programs [Source - noted in hyperlinks]

## American Rescue Plan Act of 2021

### U.S. Treasury Guidance Updates

Nabors, Giblin and Nickerson, PA. prepared a summary of the Interim Final Rule issued by the U.S. Department of Treasury on May 10, 2021. The Summary has been provided in the Appendix.

## Timeline

Figure 10 illustrates the overlapping timelines for Nassau CARES, FEMA COVID-19 Public Assistance, the American Rescue Plan, and the Infrastructure Bill.

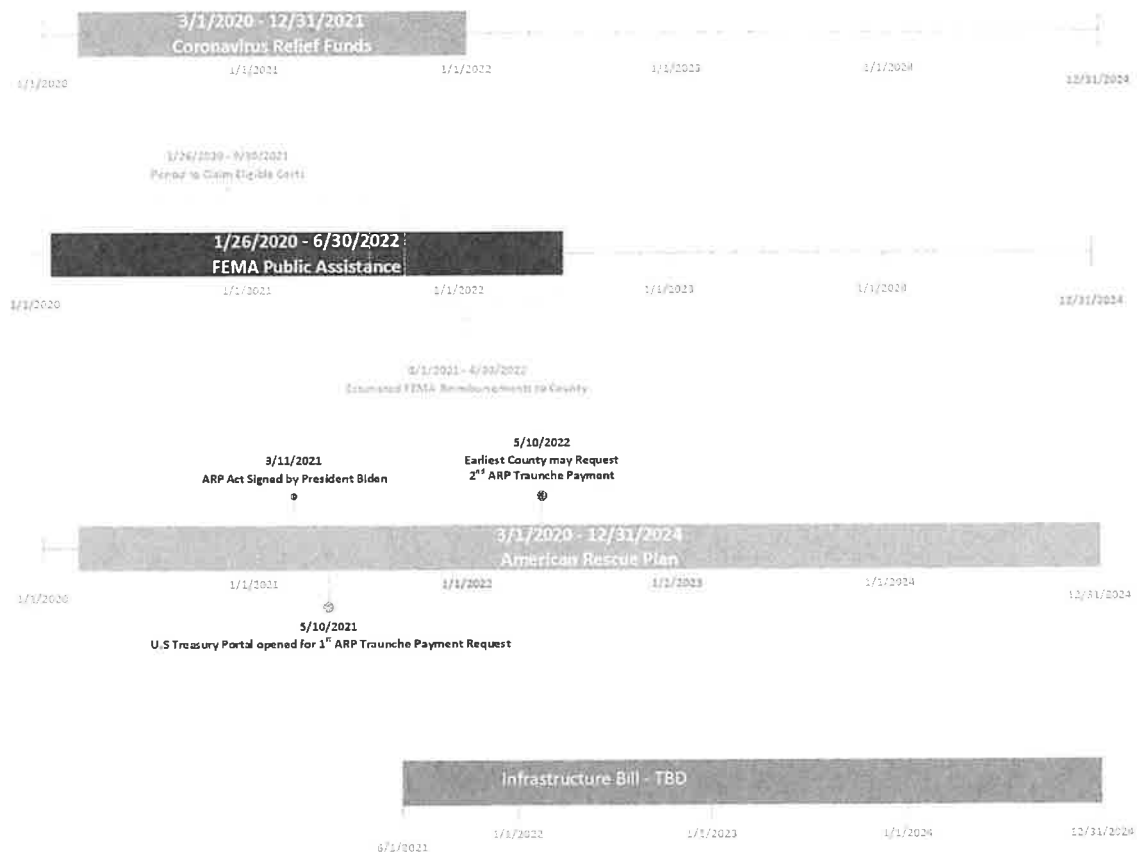


Figure 10: Overlapping Federal Program Timelines [Source: GSG]

With the various overlapping program guidelines, the County will need to leverage the lessons learned from the CARES Act, FEMA PA, and other grants programs to actively manage the following activities, such as:

- Eligibility Determination
- Duplication of Benefits
- Financial and Programmatic Compliance Documentation
- Timely Reporting

## **American Rescue Plan Act of 2021**

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# **BOCC Expenditure Authorization and Prioritization (Nassau Florida Prosperity Plan)**

RESERVED FOR FUTURE UPDATES PENDING FINAL TREASURY GUIDANCE

## **Request:**

5/24/2021 Request: The 5/24/2021 request is two-fold.

First, the County Manager request the Board of County Commissioners grant provisional approval for the Nassau Florida Prosperity Plan (NFPP), *A Local Application of the American Rescue Plan*, as provided on May 24, 2021. Further, resolve that the NFPP will serve as the guiding framework for developing specific strategic initiatives, projects, and programs aligned with the American Rescue Plan (ARP). The intent in preparing the NFPP and seeking provisional approval is as follows:

1. To allow the County Manager the flexibility to revise the NFPP based on real time situational developments, additional guidance from the US Treasury, and the ability to integrate the NFPP/ARP into the County's budgetary process.
2. To allow the County Manager the flexibility to design programs that leverage the County's allocation of RESCUE dollars against other state and federal programs as new guidance is made available. This includes, among others, additional information provided by the U.S. Congress on the pending Infrastructure Bill proposed by President Biden's administration, programs established through the Federal Economic Development Administration, programs established through the Federal Emergency Management Administration and programs yet to be defined in the American RESCUE Plan.
3. To allow the County Manager the flexibility to leverage the County's allocation of RESCUE dollars against State and Regional programs. An example could be the Florida Association of Counties' Access 67 Initiative, which could leverage monies for expansion of broadband in our underserved communities.

No individual project, program or initiative will be executed until the County Manager returns with a further developed Nassau Florida Prosperity Plan that allocates RESCUE dollars to specific projects, programs, and initiatives for the BOCC's consideration.

Second, the County Manager requests that the BOCC execute the US Department of the Treasury Coronavirus Local Fiscal Recovery Fund Form. The form will allow the County to receive its initial allocation of ARP dollars.

## American Rescue Plan Act of 2021

### Appendix

The following summary was prepared by Nabors, Giblin and Nickerson, PA. for the use of Nassau County's ARP Plan.

#### SUMMARY OF INTERIM FINAL RULE

##### American Rescue Plan Act

##### Coronavirus State and Local Fiscal Recovery Fund

*NOTE: This is a summary of the rule and does not include everything within the rule, including the requirements that must be met for each use. This should only be used as a resource for further investigation into the Act and Interim Final Rule.*

#### I. BRIEF SUMMARY

- Payment – 50% in May to local governments and remainder 12 months later. State may take all 100% if meets 2.0 percentage points or more in pre-pandemic level otherwise 50/50 like local governments. 30 days from receipt that state must pay out to cities under 50,000 in population.
- Local Government can transfer their funds to a private non-profit or other units of government to assist in carrying out programs.
- If funds are direct from Treasury then considered a "recipient" otherwise a "subrecipient".
- For nonentitlement units of government: state has to give the proportional share based on Treasury calculation – must pay in 30 days – and cannot make it a reimbursement basis.
- Broad Uses: (1) respond to the public health emergency and its negative economic impacts, (2) to provide premium pay to essential workers, (3) to provide government services to the extent of eligible governments' revenue losses, and (4) to make necessary water, sewer, and broadband infrastructure investments – and not otherwise.
- Funds are subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), including the cost principals and restrictions on general provisions for selected items of cost. The funds are considered grants.
- Timeline of Use – Covered period is March 3, 2021 – December 31, 2024. Cost must be incurred by December 31, 2024. "Cost incurred by" means to require only that recipients have obligated the Fiscal Recovery Funds by such date. The period of performance will run until December 31, 2026. "Obligation" is defined as: an order placed for property and services and entering into contracts, subawards, and similar transactions that requirement payment.
- Recoupment Process: identification by Treasury of an issue, a notice of violation is then issued. The local government may request reconsideration with 60 days of receipt of the notice. Within 60 days a determination will be made. If repayment is required it must be within 120 calendar days of the initial notice if no request for reconsideration or 120 calendar days of final notice of recoupment is asked to reconsider.

## American Rescue Plan Act of 2021

- Direct Recipient Reporting – required to submit one interim report and thereafter quarterly Project and Expenditure reports through the end of the award period on December 31, 2026.
  - The interim report – include expenditures by category at the summary level from the date of award to July 31, 2021; Report due by August 31, 2021.
  - Quarterly reports – Project and Expenditure reports including financial data, information on contracts and subawards over \$50,000, types of projects funded and other information. The initial will cover 2 quarters from date of award through September 31, 2021 and must be submitted by October 31, 2021.
- Non-entitlement units of local government reporting – will be required to submit annual Project and Expenditure reports until December 31, 2026. Initial report to cover from date of award until September 30, 2021 and must be submitted to Treasury by October 31, 2021.
- Entities that exceed a population of 250,000 residence also required to submit an annual Recovery Plan Performance report to Treasury.
- States may not place additional conditions or requirements on distribution to nonentitlement units of local government.
- The Interim Final Rule is effective immediately under the emergency rule making provisions. However, Treasury is allowing and encouraging comments.

## II. USES

### a. Public Health and Economic Impacts.

#### Negative Economic Impacts of the COVID-19 public health emergency

- Recipients are permitted to use funds to respond to the public health emergency with respect to COVID-19 or its negative economic impacts. Eligible uses must be in response to the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency. Additionally, the eligible use must “respond to” the identified negative economic impact.
  - Responses must be related and reasonably proportional to the extent and type of harm experienced.
  - Whomever is receiving funds for negative economic impacts must be as a result of the pandemic.
- Recipients should assess the connection between the negative economic harm and the COVID-19 public health emergency, the nature and extent of that harm, and how the use of this funding would address such harm. Need to look at if the harm already existed and if it was made worse by COVID-19.
- There is an emphasis in the Rule and in discussion with the Federal leadership to encourage recipients to provide assistance to those households, businesses, and non-profits in communities most disproportionately impacted by the pandemic.
- The local government must report all aid provided the businesses.
- Eligible Uses include:
  - Section 602(c)(1)(A) and 603(c)(1)(A) permitted uses (such as assistance to households, small businesses, and nonprofits and aid to impacted industries such as tourism, travel and hospitality);

## American Rescue Plan Act of 2021

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- Assistance to unemployed<sup>1</sup> workers (example: job training);
- State Unemployment Insurance Trust Funds (up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020 or to pay back certain advances);
- Assistance to households or populations facing negative economic impacts due to COVID-19 (food assistance, rent, mortgage, or utility assistances; counseling and legal aid to prevent eviction or homelessness; certain cash assistance; emergency assistance for burials, home repairs, weatherization or other needs; internet access of digital literacy assistance; or job training to address negative economic or public health impacts experienced due to the worker's occupation or level of training;
- Survivor's benefits to surviving family members of COVID-19 victims, or cash assistance to widows, widowers, and dependents of eligible COVID-19 victims;
- Expenses to improve efficacy of economic relief programs addressing negative economic impacts of the pandemic (including data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations);
- Small businesses to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency. Including: loans or grants, in-kind assistance, technical assistance, counseling, or other services to assist with business planning needs.;
- Non-profits;
- Rehiring local government staff, including eligible use payroll, covered benefits, and other costs associated with rehiring up to the pre-pandemic staffing level of the government;
- Aid to impacted industries such as tourism, travel and hospitality. Examples, aid may include assistance to implement COVID-19 mitigation and infection prevention measures to enable safe resumption of tourism, travel and hospitality services (improvements to ventilation, physical barriers, signage to facilitate social distancing, provision of masks or PPE or consultation with infection prevention professionals to develop safe reopening plans; as well as aid for a planned expansion or upgrade of tourism, travel or hospitality facilities delayed due to the pandemic;
- Services that are presumed eligible to in qualified census tract, certain disproportionately impacted communities by the pandemic, include (not limited to):
  - Building Stronger Communities through investments in housing and neighborhoods (address homelessness, affordable housing and housing vouchers);
  - Addressing educational disparities (new or expanded early learning services, providing assistance to high-poverty school districts to advance equitable funding

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<sup>1</sup> The services may extend to workers unemployed due to the pandemic or the resulting recession, or who were already unemployed when the pandemic began and remain so due to the negative economic impacts of the pandemic.



## **American Rescue Plan Act of 2021**

across districts and geographies, evidence based educational services, and other needs of students).

- Promoting health childhood environments (childcare improvements, home visiting programs, enhanced services for child welfare-involved families and foster youth).

### **Eligible Public Health Uses**

- Within the Interim Final Rule Treasury has listed eligible uses for public health that are intended to build and expand upon permissible expenditures under the CRF, while recognizing the differences between the ARPA and CARES Act, and recognizing the response to COVID-19 has changed and will continue to change.
- Eligible Uses include:
  - COVID-19 Mitigation and Prevention (vaccination programs, medical care, testing, contact tracing; supporting for isolation or quarantine; supports for vulnerable populations to access medical services and health surveillance...);
  - Medical Expenses;
  - Behavioral Health Care to meet behavioral health needs exacerbated by the pandemic and respond to other public health impacts;
  - Public Health and Safety Staff – payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees to the extent that their services are devoted to mitigating or responding to COVID.
  - Expenses to improve the design and execution of health and public health programs.
- The list of uses is not exclusive, Treasury has provided an assessment mechanism to identify additional uses that would be eligible for public health uses.
  - Recipient must identify an effect of COVID-19 on public health, including either or both of immediate effects or effects that may manifest over months or years; and assess how the use would respond to or address the identified need.

### **Eligible Uses to Address Disparities in Public Health Outcomes**

- The Rule addresses a broader range of services and programs that will be presumed to be responding to the public health emergency when provided to low-income and Native American Communities using a qualified census tract to identify these families. Additionally, services to address health disparities are presumed to be responsible to the public health impacts of the pandemic.
- Eligible uses include:
  - Funding community health workers to help community members access health services and services to address the social determinants of health;
  - Funding public benefits navigators to assist community members with navigating and applying for available Federal, State and local public benefits and services;
  - Housing services to support healthy living environments and neighborhoods conducive to mental and physical wellness;
  - Remediation of lead paint or other lead hazards to reduce risk of elevated blood lead levels amount children; and
  - Evidence based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic.

## American Rescue Plan Act of 2021

### b. Premium Pay

- Funds may be used by recipients to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third party employers with eligible workers performing essential work.
  - Essential work is defined as work involving regular in-person interactions or regular physical handling of items that were also handled by others. (telework not allowed).
  - Eligible work means those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each Governor of the State or territory may designate as critical to protect the health and well-being of the residents of their state.
  - Premium pay means an amount up to \$13 per hour in addition to wages or remuneration the workers otherwise receives in an aggregate amount not to exceed \$25,000 per eligible worker.
  - Prioritization of compensation is a must for those lower income eligible workers that perform essential work.
  - There is a threshold income above which further justifications must be made.
  - Cannot be used to reduce a workers regular rate of wages
  - Prioritize retrospective pay;
  - Additional reporting requirements if grants are given to third-parties.
  - Examples of essential workers: staff at nursing homes, farm production facilities, janitors and sanitation workers, truck drivers, transit staff, public health and safety staff, child care workers, human services staff;

### c. Revenue Loss

- Funds may be used for the provision of government services to the extent of the reduction in revenue experienced due to the COVID public health emergency. A recipient's reduction in revenue is measured relative to the revenue collected in the most recent full fiscal year prior to the emergency (FY 2019).
  - General revenue is defined as including revenues collected by a recipient and generated from its underlying economy and would capture a range of different types of tax revenues, as well as other types of revenue that are available to support government services.
- Tax revenues mean revenue received from a compulsory contribution that is exacted by a government for public purposes excluding refunds and corrections and, for purposes of intergovernmental transfers. Tax revenue does not include payments for a special privilege granted or services rendered, employee or employer assessments and contributions to finance retirement and social insurance trust systems, or special assessments to pay for capital improvements.
- The definition of general revenue from own sources excludes refunds and other correcting transactions, proceeds from issuance of debt or sale of investments, and agency or private trust transactions.
- The definition of general revenue also exclude revenue generated by utilities and insurance trusts.
- The definition is to focus on sources that are generated from economic activity and are available to fund government services, rather than a fund or administrative unit established to account for and control a particular activity.
- The term general revenue includes intergovernmental transfers between State and local governments, but excludes intergovernmental transfers from the Federal government,

## American Rescue Plan Act of 2021

including Federal transfers made via a State to a local government pursuant to CFR and ARPA.

- In calculating revenue, recipients should sum across all revenue streams covered as general revenue.
- In calculating loss, recipients will compute the extent of the reduction in revenue by comparing actual revenue to a counterfactual trend representing what could have been expected to occur in the absence of the pandemic. As a baseline utilize the last full fiscal year before COVID.
- Treasury will consider any diminution in actual revenues relative to the counterfactual pre-pandemic trend to be presumed to have been due to COVID-19 health emergency.
- Growth adjustment of either 4.1 percent per year or the recipient's average annual revenue growth over the three full fiscal years prior to COVID whichever is higher is used for purposes of measuring the revenue growth. Calculations should be calculated as of four points in time (December 31, 2020, 2021, 2022, and 2023).

### d. Investment in Infrastructure

- Allows for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband service.
- Necessary investments are designed to provide an adequate minimum level of service and are unlikely to be made using private sources of funds.
- Treasury has spelt out specific requirements for construction labor.
- Water and Sewer
  - Projects in accordance with the Clean Water Act would be allowed, those include projects to construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to serve weather events, create green infrastructure, and protect waterbodies from pollution.
  - Projects in accordance with the Safe Drinking Water Act which assist communities in making water infrastructure capital improvements, including the installation and replacement of failing treatment and distribution systems.
  - Projects to ensure compliance with applicable water health and quality standards and provide safe drinking and usable water.
  - Invest in improvements to drinking water including replacement of lead service lines.
  - Wastewater – to construct publicly owned treatment infrastructure, manage and treat stormwater or subsurface drainage water, facilitate water reuse, and secure publicly owned treatment works.
  - Cybersecurity to protect water and sewer infrastructure.
- Broadband
  - Eligible investments in broadband are those that are designed to provide services meeting adequate speeds and are provided to unserved and underserved households and businesses. The project must deliver service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps most of the time.
  - Projects are expected to focus on locations that are unserved or underserved. Defined as if they lack access to a wireless connection capable of reliably delivering at least minimum speeds of 25 Mbps download and 3 Mbps upload as household and businesses lacking this level of access are generally not viewed as being able to

## American Rescue Plan Act of 2021

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originate and receive high-quality voice, data, graphics, and video telecommunications.

- Recipients are also encouraged to consider ways to integrate affordability options into their program designs.
- Recipients are encouraged to focus on projects that deliver a physical broadband connection by prioritizing projects that achieve last mile-connections. And those providers that are local governments or nonprofits – less likely to profit.
- Assistance to households facing negative economic impacts due to COVID is also an eligible use.

### III. NOT ELIGIBLE USES

- Assistance or aid to individuals that did not experience a negative economic impact from the public health emergency.
- For negative economic impacts, uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced.
- Cash transfers to households grossly in excess of the amount of negative economic harm directly related to the pandemic.
- No rainy day funds and similar financial reserves would not address the needs or response to COVID-19 but would constitute a savings for future spending needs.
- No payment of interest or principal on outstanding debt instruments, including, for example, short-term revenue or tax anticipation notes, or other debt service costs.
- Precluded are costs of debt incurred prior to March 3, 2021.
- Fees or issuance costs associated with the issuance of new debt would also not be covered.
- No satisfaction of any obligation arising under or pursuant to a settlement agreement, judgement, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative or regulatory proceeding, except to the extent the judgement or settlement requires the provision of services that would respond to the COVID-19 public health emergency.
- **States and Territories** may not “use the funds... to either directly or indirectly offset a reduction in... net tax revenue... resulting from a change in law, regulation, or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase.
- Cannot use for pension funds.
- May not be used as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. (Example: States share of Medicaid).





# Nassau Florida Prosperity Plan

*Local Application of the American Rescue Plan*

**Nassau County, Florida**

**Preliminary Implementation Framework**

**May 24, 2021**



## EXHIBIT "F"

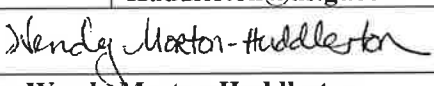


## REQUEST FOR PROPOSALS

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

<b>Solicitation Title:</b> American Rescue Plan Program Administration	
<b>Solicitation Number:</b> NC22-005-RFP	<b>Project/Contract Duration:</b> Five (5) years from Execution
<b>Requesting Department:</b> County Manager	<b>Procurement Contact:</b> Lanaee Gilmore, Procurement Director
<b>Contact Address:</b> 96135 Nassau Place, Suite 2 Yulee, Florida 32097	<b>Contact Information:</b> procurement@nassaucountyfl.com
<b>Response Due Date and Opening Date/Time:</b> April 21, 2022, by 10:00 AM (Nassau County time)	
<b>Pre-Response Meeting Date/Time:</b> None	<b>Deadline for Questions:</b> March 31, 2022, by @ 4:00 PM (Nassau County time)
<b>Location of Response Opening:</b> Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

<b>Legal Name of Respondent:</b> Grant Thornton Public Sector LLC		
<b>Business Address:</b> 1000 Wilson Blvd, Suite 1500, Arlington VA 22209		
<b>Phone Number:</b> 703-637-2853	<b>Email:</b> Wendy.Morton-Huddleston@us.gt.com	<b>FL License Number:</b> M19000005013
<b>Authorized Signature:</b> 		<b>Date:</b> April 21, 2022
<b>Printed Name of Signer:</b> Wendy Morton-Huddleston		<b>Title:</b> Principal

## General Instructions/Declarations

1. Response results will be available pursuant to Florida Statute 119.071(b).
2. Responses must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any response submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Responder's responsibility to advise the Procurement Department via the County's electronic bidding platform (PlanetBids) if, in the Responder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

**(THIS PAGE MUST BE RETURNED WITH YOUR RESPONSE)**



# Nassau County Board of County Commissioners

## American Rescue Plan Program Administration

### Prepared for:

Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097

In response to RFP# NC22-005-RFP  
Dated April 21, 2022

Addendum #1 NC22-005-RFP, Dated  
April 6, 2022  
Addendum #2 NC22-005-RFP, Dated  
April 8, 2022

### Prepared by:



Grant Thornton

50 N. Laura St.  
Suite 1000  
Jacksonville, FL 32202  
[www.grantthornton.com](http://www.grantthornton.com)

### Point of Contact:

Wendy Morton-Huddleston, Principal  
T 703.637.2853  
F 703.891.1112  
[Wendy.Morton-Huddleston@us.gt.com](mailto:Wendy.Morton-Huddleston@us.gt.com)

On January 1, 2020, Grant Thornton LLP ("Grant Thornton LLP" or "Parent"), a federal and state and local government contractor since 2001, reorganized its Public Sector service line into a wholly-owned subsidiary named Grant Thornton Public Sector LLC. All of the assets and personnel associated with Grant Thornton LLP's government practice (except for its government financial audit and attest practice that will remain with the Parent) have been transferred to the new subsidiary, Grant Thornton Public Sector LLC.

Grant Thornton LLP and Grant Thornton Public Sector LLC have entered into a Services Agreement, which provides for the two entities to provide assistance to each other on government contract opportunities and engagements. Grant Thornton LLP and Grant Thornton Public Sector LLC are each other's primary teaming partners, as specially demonstrated throughout this proposal (in addition to other specified subcontractors, collectively "Team Grant Thornton").

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal or quotation. If, however, a delivery order is awarded to this offeror or quoter as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in sheets marked "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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Grant Thornton Public Sector LLC

Nassau County | NC22-005-RFP  
Proposal Response

## **1.0 Tab 1: Cover Letter**

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Grant Thornton Public Sector LLC  
50 N. Laura St., Suite 1000  
Jacksonville, FL 32202  
T 904.446.4550  
F 904.446.4505  
[www.GrantThornton.com](http://www.GrantThornton.com)

April 21, 2022

Nassau County Board of County Commissioners  
ATTN: Lanaee Gilmore, Procurement Director  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
[procurement@nassaucountyfl.com](mailto:procurement@nassaucountyfl.com)

Subject: Request for Proposal (RFP) American Rescue Plan Program Administration, # NC22-005-RFP

Dear Ms. Gilmore:

Grant Thornton Public Sector LLC ("Grant Thornton") is pleased to submit this response for the American Rescue Plan Program Administration solicitation. Our statement of qualifications provides a comprehensive description of our relevant experience and approach to assist Nassau County address intricacies in managing funds for costs to be incurred totaling approximately \$17.2 million through the American Rescue Plan Act.

Grant Thornton is a large firm with deep and relevant experience in financial recovery and grants management. The proposed team members bring decades of experience in disaster finance and proven performance in assisting grant recipients to comply with legislative requirements. Grant Thornton possesses extensive technical knowledge acquired through many years of serving government clients at the State and Local levels. Our team is ready to provide Nassau County with a team of professionals who can apply this knowledge when addressing the unprecedented long-term recovery challenges presented by COVID-19. We have served on the frontlines of disaster recovery efforts alongside federal, state, and local government entities and healthcare agencies alike, including recent COVID-19 related efforts.

Our team provides numerous benefits to the County in support of this important effort, including:

- **Subject Matter Experts** with deep technical and functional insights into the ARPA and other relief funding.
- A **multi-disciplinary team** with advisory experience in compliance, data analytics, performance reporting, policies and procedures development and internal controls.
- Independent advisory services to recommend **cost-effective technology platforms**; coupled with hands-on technical implementation expertise to supplement the County's technical staff.

Thank you again for the opportunity for us to demonstrate how we can support Nassau County. ***As directed by Addendum 1, we have acknowledged the date of our receipt of Addendum 1 (April 6, 2022) and Addendum 2 (April 8, 2022) enclosed in our response.*** If you have any questions or would like to schedule a presentation by our team, please contact me ([wendy.morton-huddleston@us.gt.com](mailto:wendy.morton-huddleston@us.gt.com)) or our contract specialist Jessica Herring ([jessica.herring@us.gt.com](mailto:jessica.herring@us.gt.com)).



Grant Thornton Public Sector LLC  
50 N. Laura St., Suite 1000  
Jacksonville, FL  
T 904.446.4550  
F 904.446.4505  
[www.GrantThornton.com](http://www.GrantThornton.com)

Sincerely,

**Wendy Morton-Huddleston**

Principal

T +1 703.637.2853 | E [Wendy.Morton-Huddleston@us.gt.com](mailto:Wendy.Morton-Huddleston@us.gt.com)

Grant Thornton Public Sector LLC

Nassau County | NC22-005-RFP  
Proposal Response

## **2.0 Tab 2: Corporate Background and Experience**

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Grant Thornton Public Sector LLC

Nassau County | NC22-005-RFP  
Proposal Response

## 2.1 Company background

***Include background information on the firm and provide detailed information regarding the firm's experience with similar projects.***

Grant Thornton Public Sector LLC (Grant Thornton) is a leading professional services firm specializing in offering advisory services to the federal government. We regularly collaborate with our colleagues in Grant Thornton LLP, a public accounting firm, to provide financial audit and attestation services. Our ability to deploy this full range of advisory and audit services differentiates us in the public sector marketplace. Grant Thornton brings an understanding of grants management and compliance risk services across the spectrum of numerous federal, state, local and municipal entities and key programs (healthcare, transportation, infrastructure, childcare, housing and equity initiatives) that impact citizens in a time of economic recovery and stabilization. In accordance with Nassau County Prosperity Plan, our Grants Management team has extensive experience in subrecipient monitoring providing services mentioned within your expenditure categories on behalf of the recipient to cities, counties, school districts, townships, special districts, hospitals and infrastructure. For the Florida Division of Emergency Management (FDEM), we successfully provided subrecipient monitoring services to various hospitals, electric cooperatives and even prisons in response to two declared disasters in the state. Some of the subrecipients included Peace River Electric Cooperative, Inc., Sumter Electric Cooperative, Inc., Withlacoochee River Electric Cooperative, Inc., Tampa General Hospital, Lakeland Regional Medical Center and Polk County Sheriff's Office as examples.

Aside from our expertise, we have served on the frontlines of disaster recovery efforts alongside federal, state, and local government entities and healthcare agencies alike. Grant Thornton's Florida offices are located in Miami, Fort Lauderdale, Tampa, Orlando, and Jacksonville. Our South Florida Managing Partner, Seth Siegel, has recently been elected by the partnership as our incoming CEO in 2022. Our CEO-elect has prioritized our investment to clients and the community in South Florida.

Our Florida team has 38 partners, principals, managing directors, and 325 employees to provide services to clients. Our team of professionals provide a full suite of audit, tax, and advisory services. We serve both the public and private sectors, which includes the sub-sectors of asset management, private equity, family offices, banking, construction and real estate, energy, healthcare, hospitality and restaurants, insurance, life sciences, manufacturing, media and entertainment, not-for-profit, higher education, retail, services, technology and telecommunications, and transportation and distribution sub-sectors. Our firm serves the community through many organizations including United Way, Greater Miami Chamber of Commerce, Greater Fort Lauderdale Chamber of Commerce, Associated Corporate Growth, Miami Finance Forum, CIO Council of South Florida, Miami Dolphins Foundation, South Florida Executive Roundtable, and many more associations. Our partners, principals, and managing directors serve on the Board of Directors of many of the leading Florida organizations.



**38** Partners, Principals, and Managing Directors

**350** clients served

- Public and private clients served
- 23 industry sub-sectors served
- Many community organizations served within Greater Miami
- Many Board of Director positions served within Greater Miami

Grant Thornton Public Sector LLC

Nassau County | NC22-005-RFP  
Proposal Response

## 2.2 List of similar contracts

**Provide a list of all similar contracts performed in the past five (5) number of years, accompanied by at least three (3) references (contact persons, firm, telephone number and email address).**

**Include the total amount invoiced for each listed project, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.**

Grant Thornton has supported 513 Public Sector Agencies with over \$850M in services, including over 150 State and Local Public Sector Agencies. At the Federal level, we have provided grants oversight and grantee technical assistance services on behalf of the largest awarding agencies in government. At the State and Local levels, we have performed hundreds of emergency management closeout reviews, including detailed reviews of eligible expenses. We are currently supporting clients with COVID-19 relief fund support across the entire funding life cycle. Recent examples include engagements by the counties of New Castle, Delaware and Marin, California to help them manage CARES Act, ARPA and other disaster relief grants by administering pass-through funding to hundreds of subrecipients. We provide these recent examples in our past performance write-ups.

In our response below, we provide examples of previous work that are of similar scope and size requested by Nassau County and which demonstrate our team's ability to meet and exceed the County's expectations for experience and technical competence related to federal grants management and consulting services. These qualifications highlight our experience in grants management, integrity oversight monitoring, CARES Act response efforts, and ARPA cost recovery and reporting such as (interim report, project and expenditure report).

To illustrate our ability to bring added value to Nassau County we have compiled the following projects that demonstrate how we have successfully assisted clients with similar requirements. Grant Thornton has provided three (3) verifiable references in Section 6.0 – Attachment E in which we have provided the type of services described in the RFP within the last five (5) years.

## 2.2.1 References

## Reference #1

Marin County COVID-19 Disaster Recovery Services
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**Brief Description of Contract:**

Marin County contracted Grant Thornton to provide the County with disaster recovery and emergency management services during the COVID-19 pandemic. Grant Thornton provides assistance to the County in navigating the FEMA Public Assistance (PA) grants process for DR-4482 which includes project management, regulatory updates, SMEs and specialized tools, along with project worksheet development for COVID related activities. The scope of COVID related activities includes food distribution, meal deliveries, non-congregate sheltering, mobile testing, vaccinations, alternate care sites, and emergency protective measures.	
Performed By:	Grant Thornton, LLC
Members of Nassau County Team that Assisted the Project:	Wendy Morton-Huddleston, Dustin Hinkel
Contract Number:	32100955

The information contained in Section 2.2 List of Similar Contracts, pages 3-9, is considered confidential and proprietary and should be withheld from public disclosure.



## Grant Thornton Public Sector LLC

Nassau County | NC22-005-RFP  
Proposal Response

Contract Type:	Time and Materials
Period of Performance:	December 2020 – June 2022
Contract Value:	\$1,121,000
Prime/Subcontractor Info:	Prime
Point of Contact	<div> <div> Lisa DeCarlo, Division Chief, Department of Finance <a href="mailto:LDeCarlo@marincounty.org">LDeCarlo@marincounty.org</a> </div> <div> 3501 Civic Center Drive, Ste. 225 San Rafael, CA 94903 415-473-6162 </div> </div>

**Detailed Scope of Services:**

**Information Gathering:** The Grant Thornton team requests and reviews several supporting documentation (including policies, procedures, purchase orders, invoices, timesheets, proof of payment, and more) obtained based on a detailed Provided By Client (PBC) list. These requests are based on the rules and regulations through 2 CFR 200 and the PAPPG specifically examined on the cost category type and eligibility requirements. Through this supporting documentation, the County can use the support packets created to demonstrate how the costs claimed are fully substantiated and meet the eligibility requirements.

**Perform Testing:** Our team has a detailed testing workbook with each cost category (Force Account Labor, Force Account Equipment, Force Account Materials, Contracts, Rental Equipment, Mutual Aid, and Management costs) that ask a series of questions to meet 2 CFR 200 and FEMA's PAPPG standards and eligibility requirements in order to seek reimbursement. The detailed testing for each cost claimed ensures the costs are not duplicated, and that the applicant paid for the entirety of the costs being claimed before seeking reimbursement. In this process any unsupported costs will be asked for additional support and any questionable or non-eligible costs will be raised to the applicant's attention to provide full transparency on the costs to be claimed. Alongside of testing, Grant Thornton combines all supporting documentation into an organized format for the applicant to retain for future audits and to provide to FEMA for review.

**Application Submission:** Grant Thornton assists Marin County with developing and compiling the various information for each application submitted including the scope of work, cost and work status information, completed work estimate, work surveys, environmental and historic preservation survey, and location survey. Our team has helped the County submit 16 applications at approximately \$19M and several more projects in process.

**Ongoing Support:** On a regular basis, our team provides Marin County with the latest regulatory updates put together by our firms Subject Matter Experts on guidance that has changed in a clear and timely manner. Grant Thornton provides ongoing support to Marin County through the review process within Grants Portal including responding to Request for Information (RFI)s, communicating with FEMA representatives, supporting the applicant and the state (Cal OES) through the request for reimbursement process, along with the final phase of close out.

**Total Savings Identified:** Marin County asked Grant Thornton to help increase efficiencies in the FEMA worksheet formulation for labor claims in order to speed up manual data entry for eligible employees. Marin County and the Grant Thornton team collaborated and brainstormed how to clear identify eligible employees time based on compliance with Uniform Guidance, PAPPG and the County's Labor Policy. The Grant Thornton team was able implement a customized tool that takes various eligibility requirements, raw data, and pay register data for individuals that performed labor hours related to COVID-19. As a result, this created overall time efficiencies when deriving the FEMA workbook for numerous applications submitted on behalf of the County.

**Reference #2**

Florida Division of Emergency Management (FDEM) – Hurricane Irma Grants Management
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**Brief Description of Contract:**

Grant Thornton provides professional disaster recovery services for the Bureau of Recovery of the Florida Division of Emergency Management for Federal Stafford Act grant programs administered by the Federal Emergency Management Agency. Our team of 30 professionals assists our client by providing comprehensive grants management for Hurricane Irma (DR-4337) for region four of the state, which encompasses eight counties across central Florida (Citrus, Hardee, Hernando, Hillsborough, Pasco, Pinellas, Polk, and Sumter).

Performed By:	Grant Thornton, LLC
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The information contained in Section 2.2 List of Similar Contracts, pages 3-9, is considered confidential and proprietary and should be withheld from public disclosure.

## Grant Thornton Public Sector LLC

Nassau County | NC22-005-RFP  
Proposal Response

Members of Nassau County Team that Assisted the Project:	Wendy Morton-Huddleston, Dustin Hinkel, Reuben Wetterlund, Jakita Jones
Contract Number:	State Term Contract Number: 18-PA-AT-14-00-22-275
Contract Type:	Time and Materials
Period of Performance:	December 2017 – June 2022
Contract Value:	\$13,409,923
Prime/Subcontractor Info:	Prime
Point of Contact	Kassandra McGlonn Contracts Program Manager <a href="mailto:kassandra.mcglonn@em.myflorida.com">kassandra.mcglonn@em.myflorida.com</a> 850-759-7769 2555 Shumard Oak Blvd. Tallahassee, FL 32399

**Detailed Scope of Services:**

Hurricane Irma inflicted over \$2.5 billion in damages across 64 counties in Florida. Grant Thornton was engaged by the Division of Emergency Management (FDEM) to support the financial recovery across eight counties of Citrus, Hardee, Hernando, Hillsborough, Pasco, Pinellas, Polk, and Sumter (including the metropolitan area of Tampa and St. Petersburg).

We worked with over 135 subrecipients to manage over 1,000 projects representing \$226.2 million. Our 35-person team validated and approved for payment \$202.3 million on behalf of the Division. Our work involves reviewing each project and confirming that the documentation supports the claimed costs; reconciling those costs to the total eligible amount; providing 100% validation of the claimed costs by auditing subrecipients for compliance with applicable laws, rules, regulations, and policies, and providing accurate reporting on the subrecipient's performance and operations.

Grant Thornton engaged a large and diverse team of disaster recovery professionals to assist the state of Florida in submitting complete and compliant requests for reimbursement to FEMA. In providing these services, Grant Thornton delivered a team with comprehensive knowledge of 2 CFR Part 200, and teammates collaborated directly with local stakeholders to determine if their draft applications were compliant and educate them on any potential federal compliance issues. The team analyzed, determined the eligibility of, and validated 100% of Subrecipient supporting documentation for compliance with state and federal policy requirements. We provide accurate reporting on the subrecipient's performance and operations; and verifying that the scope of work of the project was completed satisfactorily through planning and executing site visits and documenting the results of our findings. We use this information to produce Quarterly Reports and the Final Inspection Report (FIR) required by FEMA. Grant Thornton also monitored subrecipients for compliance with applicable laws, rules, regulations, and policies, including 2 CFR Part 200, the FEMA Public Assistance Program and Guide (PAPPG, Version 4), and other sources of grants governance. The team also provided final approval of subrecipient reimbursement requests.

The project was effectively managed using primarily remote professionals, relying on effective communications strategies, weekly status meetings with FDEM and best practices to communicate with local stakeholders to guide them through the FEMA Public Assistance program process.

**Total Savings Identified:** For contractual requirements, the engagement team needs to account for daily activities and report a full account of work on a daily basis the workflow activity associated with each PW. With over 500+ unique combination of activity codes, it requires multiple levels to maintain accuracy. The process is manual and very time consuming and reduces efficiency of the team because a large level of effort is required to reconcile on a daily basis. As a solution to resolve the manual process, eliminates errors by increasing efficiency and streamlining a firm process for accurate reporting to FDEM, the team utilized Robotic Process Automation (RPA) and Microsoft technologies to develop an automated solution to extract data from an internal repository on a timely basis to help reconcile project activities and reporting with consistent naming convention and drop down menu options for each activity/task.

## Grant Thornton Public Sector LLC

Nassau County | NC22-005-RFP  
Proposal Response

## Reference #3

## New Castle County, Delaware – COVID-19 Grants Management Service

**Brief Description of Contract:**

Grant Thornton currently provides subrecipient monitoring and grants advisory services to New Castle County related to their spending of CARES Act funding under the Coronavirus Relief Fund (CRF) and the coordination of that spending with FEMA's Public Assistance program to avoid all potential duplication of benefits. Our team assisted the County in formulating a strategy to verify compliance with federal policy by developing a comprehensive subrecipient monitoring policy. This policy includes issuance of subgrant agreements, as well as a comprehensive risk assessment. As part of our subrecipient monitoring Grant Thornton created a scoring matrix to tailor subrecipient monitoring using a risk-based methodology; and developed a software-based tool which enables the County to automate the self-assessment survey process for subrecipients. This tool saves the County time and effort by collecting and compiling data which can be entered into the risk assessment. Grant Thornton' program management support includes the development of internal policy and procedures focused on the review and approval of County expenditures reimbursed from the CRF; providing strategic advice on the eligibility of County planned expenditures; and the review of educational funding grants.

Performed By:	Grant Thornton, LLC
Members of Nassau County Team that Assisted the Project:	Brad Johnson, Dustin Hinkel, Reuben Wetterlund
Contract Number:	EL_10Sep2020
Contract Type:	Time and Materials
Period of Performance:	September 2020 – April 2022
Contract Value:	\$2,250,000.00
Prime/Subcontractor Info:	Prime
Point of Contact	<p>Michael Smith, Esq. Chief Fiscal Officer <a href="mailto:Michael.Smith@newcastlede.gov">Michael.Smith@newcastlede.gov</a> 302-395-5170</p> <p>87 Reads Way New Castle, DE 19720</p> <p>Aundrea Almond Chief of Staff New Castle County <a href="mailto:Aundrea.Almond@newcastlede.gov">Aundrea.Almond@newcastlede.gov</a> 302-395-5101</p>

**Detailed Scope of Services:**

- The Grant Thornton Team has developed and submitted, on behalf of the County, 7 PWs totaling over \$12,000,000 for the reimbursement of emergency protective measures costs related to COVID-19 and DR-4526. During this service, the team identified eligible expenditures, developed eligibility narratives and justifications, and compiled and submitted supporting documents. Our team routinely reviews and advises the County on responses to RFIs received from FEMA regarding submitted PWs.
- The team's assistance with the development and submission of 7 PWs totaling over \$12,000,000 was the result of an evaluation of the County's strategy for its use of COVID-19 funding streams available to it. Prior to this evaluation, initiated by GT, the majority of the expenses claimed for reimbursement were originally earmarked for payment with the County's payment from the CRF.
- As part of this engagement the GT Team was tasked in reviewing and evaluating the County's policies and procedures for use and distribution of its payment from the Coronavirus Relief Fund. This evaluation process resulted in a robust policies and procedures manual that was developed by the GT Team. In our direct assistance with the development and submission of PWs on behalf of the County our Team has

The information contained in Section 2.2 List of Similar Contracts, pages 3-9, is considered confidential and proprietary and should be withheld from public disclosure.

## Grant Thornton Public Sector LLC

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provided several recommendations for process improvements related specifically to FEMA Public Assistance.

- The Grant Thornton Team is currently assisting clients in 5 states, including New Castle County, Delaware, seek reimbursement of over \$50,000,000 in eligible costs related to emergency protective measures taken in response to COVID-19. To streamline our processes, the results of all PWs are carefully monitored. Explanations and PW structures that quickly pass FEMA review are noted and reproduced as template documents and strategies to follow. This library is further informed by our work as FEMA PA compliance monitors for the states of Texas and Florida. Our NCC both uses and contributes to this library to best facilitate quality products and timely submissions.
- The team has established a database to track all expenses submitted to FEMA for reimbursement by the County and cross-referenced those expenses with the County's reports for use of CRF funding to safeguard from potential duplication of benefits. The team also developed a database to track the progress of PWs as they progress through the 16 steps for project reviews. This database tracks the number of days spent in each phase and compares those numbers to historical data from all PWs the team has assisted for our clients.
- The team developed a grants management policy and procedure manual to help the County memorialize and justify the procedures it used to identify expenses eligible for payment from the CRF. This exercise was accomplished by first accessing and reviewing existing County policies.
- The team attends a weekly meeting with FEMA and the County to discuss ongoing RFIs and progress related to submitted PWs.
- In addition to the leading the County's Public Assistance PW development and management efforts, the team also leads the overall management and oversight of its Subrecipient monitoring activities for grant programs funded by the CRF including \$100 million in transfers to the state of Delaware and a \$20+ million cost reimbursement program for the County's volunteer fire companies and municipalities.
- The team attends weekly meetings with the County's Chief Financial Officer and Internal Auditor to give updates on project progress, deliverables, and PWs. The team also attends monthly County Compliance Committee Meetings wherein members of the public and County Council are briefed on the progress of County projects.
- As part of this engagement the team has prepared 8 PWs (5 large and 3 small) for Category B reimbursement. To date, 4 have been obligated for funding.

**Total Savings Identified:** By utilizing our team's skills and expertise in the management of FEMA Public Assistance, the County will be able to invest \$12 million of its CRF payment into additional projects to respond to the COVID-19 pandemic. Our team helped the County save vital time and resources in creating and operating grant programs to distribute over \$120 million in emergency grants. Specifically, our team brought the experts the County needed to quickly create and operate the programs whereas the alternative would have cost the County time and money to grow its own workforce to meet the demand.

## Reference #4

## Berkshire Health Systems – COVID Disaster Management and Administrative Services

## Brief Description of Contract:

Berkshire Health Systems (BHS) is a private, not-for-profit organization, located in Pittsfield, Massachusetts. With nearly 3,500 employees and 450 medical staff, Berkshire Health Systems is the area's largest employer. BHS operates 8 facilities including hospitals, physician practices, and urgent care.

BHS continues to be on the frontlines of the fight against the COVID-19 Pandemic. At the early peak of the Pandemic, BHS treated over 500 cases of COVID-19, thousands of suspected cases, and performed community-based testing. BHS engaged Grant Thornton to support its finance and administrative staff identify, monitor, and track its disaster related costs. GT has also been tasked with formulating and managing BHS's applications to state and federal funding agencies, including FEMA and the U.S. Department of Health and Human Services.

Performed By:

Grant Thornton, LLP

## Grant Thornton Public Sector LLC

Nassau County | NC22-005-RFP  
Proposal Response

Members of Nassau County Team that Assisted the Project:	Dustin Hinkel, Reuben Wetterlund
Contract Number:	EL_18Apr20
Contract Type:	Time and Materials
Period of Performance:	April 15, 2020 – July 31, 2020
Contract Value:	\$210,000
Prime/Subcontractor Info:	Prime
Point of Contact	<p>Lawrence Taft Director of Financial Planning <a href="mailto:ltaft2@bhs1.org">ltaft2@bhs1.org</a> 413-664-5140</p> <p>725 North Street Pittsfield, MA 01201</p> <p>Lee Santos Berkshire Health Systems Director of Reimbursement 413-395-7817 - Phone 413-447-2801 – Fax <a href="mailto:lsantos@bhs1.org">lsantos@bhs1.org</a></p>
<p><b>Detailed Scope of Services:</b></p> <p><b>Information Gathering:</b> The Grant Thornton's team requests and reviews supporting documentation (including policies, procedures, purchase orders, invoices, timesheets, proof of payment and more) which are obtained based on a detailed Provided by Client (PBC) list. These requests are based on the rules and regulations through 2 CFR §200 and FEMA's PAPPG specifically examined on the cost category types and eligibility requirements. Through this supporting documentation, the Hospital can use the support packets Grant Thornton created to demonstrate how the costs claimed are fully substantiated and meet the eligibility requirements.</p> <p><b>Perform Testing:</b> Our team has a detailed testing workbook with each cost category (Force Account Labor, Force Account Equipment, Force Account Materials, Contracts, Rental Equipment, Mutual Aid, and Management costs) that ask a series of questions to meet 2 CFR §200, FEMA's PAPPG standards and eligibility requirements in order to seek reimbursement. The detailed testing for each cost claimed ensures the costs are not duplicated and that the applicant paid for the entirety of the costs being claimed before seeking reimbursement. During this process any unsupported costs are looked at closer resulting in additional support and any questionable or non-eligible costs will be raised to the applicant's attention to provide full transparency on the costs to be claimed. Alongside of testing, Grant Thornton combines all supporting documentation into an organized format for the applicant to retain for future audits and provide to FEMA for review.</p> <p><b>Application Submission:</b> Grant Thornton assists Berkshire Health System with developing and compiling the various information for each application submitted including the scope of work, cost and work status information, completed work estimates, work surveys, environmental and historic preservation surveys and location surveys. Our team has helped Berkshire submit 7 applications at approximately \$8.9M and more projects in process.</p> <p><b>Ongoing Support:</b> On a regular basis, our team provides Berkshire Health Systems with the latest regulatory updates put together by our firm's Subject Matter Experts on guidance that has changed in a clear and timely manner. Grant Thornton provides ongoing support to Berkshire through the review process within Grants Portal including responding to Request for Information (RFI)s, communicating with FEMA representatives, supporting the applicant and the state (MEMA) through the request for reimbursement process, along with the final phase of close out.</p> <p><b>Establish Databases for Tracking Costs:</b> The team developed a custom expense and lost revenue database for use by the System to track COVID-19 related expenses and calculate lost revenues attributable to COVID-19. The excel based database utilizes formulas to accurately calculate and allocate funding received by the System DHHS's Provider Relief Fund to offset unreimbursed expenses and lost revenues incurred due to COVID-19. The database presents the System's data in a format analogous to the PRF's reporting portal so that the System can use the tool to efficiently comply with its reporting requirements.</p>	

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In addition to the leading the County's Public Assistance PW development and management efforts, the GT Team also leads the overall management and oversight of its Subrecipient monitoring activities for grant programs funded by the CRF including \$100 million in transfers to the state of Delaware and a \$20+ million cost reimbursement program for the County's volunteer fire companies and municipalities.

**Total Savings Identified:** By utilizing our Team's skills and expertise in the management of FEMA Public Assistance, the System was able to allocate \$8.9 million of its Provider Relief Fund payment into additional costs and lost revenues incurred as a result of the COVID-19 pandemic. The Team developed tools and databases to help the System efficiently identify expenses related to COVID-19, calculate lost revenues, and report the data in the format required by the Department of Health and Human Services.

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### **3.0 Tab 3: Project Understanding, Approach and Schedule**

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***Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.***

Grant Thornton has 8,000 employees across 51 offices focused on making a difference to clients, colleagues and the communities in which we live and work. We are providing compliance risk services supporting numerous federal, state, local and municipal entities and key programs (healthcare, transportation, infrastructure, childcare, housing and equity initiatives) that impact citizens in a time of economic recovery and stabilization.

Grant Thornton uniquely brings a team that is experienced in grants management and cost recovery and has first-hand experience assisting clients to accomplish the strategy and technical assistance, program management, compliance and monitoring, and additional services outlined as part of the firm's project plan and methodology. We understand and appreciate the County's need for assurance that all grant risks are identified and mitigated. Our comprehensive approach is structured to provide the County with the diligence that risk assessments require to deliver maximum assurance. Through regularly established meetings and agreed-upon communication channels and intervals, we will engage with County staff to provide progress reports, raise issues, share grant management regulatory updates, and address questions or concerns of staff. Our approach is highly collaborative, meaning we listen to your needs and concerns and incorporate them into our processes. This philosophy, operationally, positions Grant Thornton as a true partner and advocate for the County in terms of managing and disbursing federal awards, including ARPA.



## Grant Thornton Public Sector LLC

Nassau County | NC22-005-RFP  
Proposal Response**Table 1 – SLFRF Nassau County, Florida High Level Scope**

State and Local Fiscal Recovery Program for Nassau County, Florida High Level Scope	Florida Division of Emergency Management (PA)	New Jersey Treasury (PA)	New Castle County (CRF/ARPA)	Marin County (PA/CRF/CLFRF/PRF)	Provider Relief Fund Recipients
Regulatory Compliance Expertise					
Interpret Federal Guidance					
Verification of Eligibility Procedures					
Accounting and Internal Control Reporting					
Pre-Audit Readiness Procedures					
Design/ or Establish Application Procedures					
Verification of Eligibility and Final Disbursement					
Monitor for Duplication of Benefits					
Coordinate between federal, state and local agencies					
Fraud, Waste and Abuse Identification					
Compliance Oversight and Guidance					
Appeals Procedures for Awarded Amount Disputes & Government Agencies Disputes					
Regular and Frequent Status Reports					
Process for new or future reporting requirements					
Resolve any Requests for Information					
Review contracts and purchasing documentation					

Our project teams maintain comprehensive project schedules that formally describe project execution activities, activity durations, activity status, work progress, and milestones. We calculate the estimated completion of planned activities and identify variances from baseline dates. The delivery of high-quality products and services is of paramount importance to our team. Quality Control, Quality Assurance, Planning, Communication, and Subject Matter Expertise are critical success factors which enable us to deliver the tasks aligned in the Scope of Project/Project Requirements. Our understanding includes managing and administering federal grant programs in compliance with federal laws, regulations and guidelines. As illustrated in **Table 1** above, we have a proven ability to meet and exceed the expectations of the scope items that have been proposed in the RFP. The figure provides a high-level view of the various services that Nassau County is seeking, as well as a depiction of the clients we have supported. By engaging Grant Thornton, the County will receive the expertise of a professional services firm with depth and credibility in pandemic relief funding to include ARPA at the forefront. Detailed approach, deliverable and schedule of each task are described below in **Section 3.1**.

### 3.1 Scope of work tasks and deliverables

#### 3.1.1 Coordination and Strategic Use of Funds

##### ***a. Provide support for strategic planning and coordination of all efforts related to the planning, coordination, expenditure, and reporting of funds.***

As a recipient of a payment of over \$17 million, Nassau County is required to comply with ARPA's most frequent and detailed reporting requirements. Nassau County is required to appropriately maintain accounting records for compiling and reporting accurate and compliant financial data, submitting quarterly Project and Expenditure Reports, and an annual Recovery Plan and Performance Report. Grant Thornton has the expertise and tools to assist Nassau County in maintaining compliance with reporting requirements and elevate the quality of these reports to help Nassau County use the reports to progress its communications goals. This includes establishing controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting, ensuring the award funds are not used for ineligible purposes, and ensuring there is no fraud, waste, and abuse associated with their ARPA award.

The SLFRF's Recovery Plan Performance Report requirement should be akin to a strategic plan, with a logical framework cross walking goals, objectives, outputs, and outcomes. It should be replete with key performance indicators and expected impact, so that data can be collected to measure performance. Our team can facilitate workshops and discussions to collect the information needed to produce this report to exceed the federal government's requirements. Producing a high-quality Recovery Plan Performance Report is a great first step to avoiding future scrutiny from Treasury.

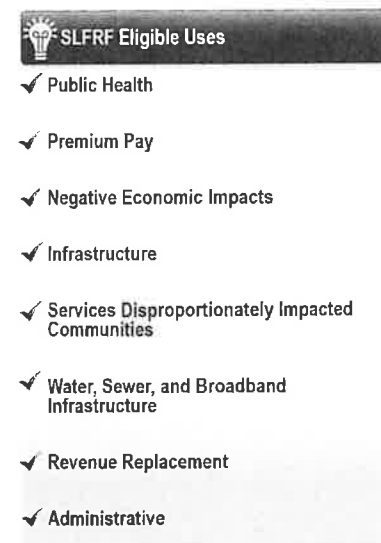
The Grant Thornton Team's approach to providing support to Nassau County in the development and submission of reports required the SLFRF including the Project and Expense and Recovery Plan Performance reports, is to leverage our team's collective knowledge, skills and abilities to build upon Nassau County's tools and systems for data collection to create a standardized, repeatable process for efficient data sharing and report development. To facilitate the successful deployment of our approach, our team will employ process automation and data analytics tools and methods which include tableau dashboard for financial data, robotic process automation versus manual entries. Our team will coordinate closely with Nassau County stakeholders, and associated staff, to select, customize, and scale our solutions and tools to best integrate with Nassau County's financial systems to efficiently extract, analyze, and synthesize the data and information needed to assist Nassau County in completing reports.

Our team will optimize Nassau County's efforts to develop and communicate its progress toward its recovery goals by infusing our tools and methods to assist in critical areas for information gathering and reporting, including research to document program expenditures to show eligibility compliance.

Our attributes to Nassau County include:

- Project Status reporting and updates
- Reviewing obligated dollars (amount paid vs. unpaid amount)
- Track eligible expenditures
- Process reimbursement claims
- Interpret eligibility provisions to avoid audit issues
  - Provide FEMA Assistance/CARES Act consulting and analysis in compliance with applicable federal statutes, regulations, and executive orders
- Identify opportunities to maximize funding within the current regulatory framework
- Conduct regulatory compliance reviews

**Figure 2 – SLFRF Eligible Uses**



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Nassau County's overarching goals for its administration of ARPA SLFRF a funding seeks to maximize grant performance, outcomes, and impacts while reducing financial, audit, and compliance risk. Maximizing grant performance involves proactive technical assistance in financial and administrative services capable of identifying eligible costs to fully use available grant funding, matching eligible costs to these two programs, and justifying that grant funding is used to accomplish for the purpose it was intended. Reducing risk of SLFRF and involves systematically and methodically assessing and reporting the use of grant funding. To accomplish this, we draw from our extensive knowledge of Federal regulations and SLFRF requirements. We provide consultant research, advice, and identification of possible allowable uses of ARPA funding and the prioritization of all available federal funding under ARPA and any other stimulus funding that may be associated with ARPA funding available to SLFRF. Additionally, we will work with Nassau County to identify purchases through funds to categorize and determine compliance against the Department of Treasury's Final Rule (FR) of eligible expenditure categories:

***b. Develop and implement strategies designated to maximize various federal and state funding sources (e.g., ARPA, state broadband funds from ARPA, future infrastructure bills).***



*Grant Thornton's COVID -19 community of practice has been operating since the first declaration of the national public health emergency. Our team provides our clients on a weekly basis, with regular updates on the activities of all federal and state agencies in which we are engaged, managing, or impacting COVID-19 relief funding opportunities. This global approach provides our clients with the critical information they need from their particular federal and state agencies, but also provides them insights into how other states and federal agencies have interpreted and mitigated compliance issues.*

Since the beginning of the pandemic, our team has developed strategies for our clients to enable them to manage COVID-19 related funding from multiple sources appropriately while mitigating risk and enhancing new funding opportunities. We provide a recovery portfolio framework for review and feedback from the County. ARPA-funded programs have different eligible uses and time frames. We will provide the County with the eligible uses and a recommendation on the 'best use' of

program funds as a starting point for finalizing the recovery portfolio, funding amount, and funding timing. For instance, it is allowable to use SLFRF to fund re-establishment of government operations based on revenue loss attributable to the pandemic emergency. This may be beneficial when there are limited alternative funding streams available.

Another example is infrastructure. Water, sewer and broadband projects are also allowable under SLFRF. However, there are other funding sources for infrastructure such as FEMA Public Assistance, the U.S. Economic Development Administration's ARPA Economic Adjustment Assistance program, and potential future funding under the Infrastructure Bill.

Similarly, SLFRF can be used to help households and businesses. However, there are many other programs administered at the State level that provide similar benefits. These include the Homeowner Assistance Fund, WIC, family violence prevention and services, homelessness assistance, and nutrition support. There are also programs such as the FEMA Emergency Food and Shelter program which are directly distributed to not-for-profits.

We will work with the County to factor in these other programs into a draft recovery portfolio and Recovery Plan. We recommend that the County finalize the recovery portfolio and the Recovery Plan very quickly with public input. Special facilitated meetings with the Commissioners may be required to finalize priorities with Commissioners representing their precinct's local needs to the degree practical. We recommend narrowing down the recovery portfolio funded by SLFRF to a few areas based on need, availability of evidence and data for



*We assisted Marin County, CA and New Castle County, DE in maximizing funding impact by allocating expenditures to FEMA public assistance grants to create greater leverage of CARES funds.*

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performance reporting requirements, and availability of alternative funding sources. We will revisit and adjust the plan.

***c. Identify potential improvements and maximize public assistance/American Rescue Plan Act funding in conjunction with the County and other local entities.***

Since the beginning of the pandemic, our team has developed strategies for our clients to enable them to manage COVID-19 related funding from multiple sources appropriately while mitigating risk and enhancing new funding opportunities. We will draft a recovery portfolio framework for review and feedback from the County. ARPA-funded programs have different eligible uses and time frames. We provide the County with the eligible uses and a recommendation on the 'best use' of program funds as a starting point for finalizing the recovery portfolio, funding amount, and funding timing.

For instance, it is allowable to use SLFRF to fund re-establishment of government operations based on revenue loss attributable to the pandemic emergency. This may be beneficial when there are limited alternative funding streams available.

Another example is infrastructure. Water, sewer and broadband projects are also allowable under SLFRF. However, there are other funding sources for infrastructure such as FEMA Public Assistance, Economic Development Administration's ARPA Economic Adjustment Assistance program and potential future funding under the Infrastructure Bill.

Similarly, SLFRF can be used to help households and businesses. However, there are many other programs administered at the State level that provide similar benefits.

These include the Homeowner Assistance Fund, WIC, family violence prevention and services, homelessness assistance, and nutrition support. There are also programs such as the FEMA Emergency Food and Shelter program which are directly distributed to not-for-profits.



*We assisted Los Angeles' MetroLink in maximizing funding impact by allocating expenditures to the more restrictive FEMA grants before accessing CARES Act funding which has less restrictive requirements.*

reporting requirements, and availability of alternative funding sources. The plan will be revisited and adjusted. We recommend completing the Recovery Plan and making the major decisions on SLFRF funds before the January 2023 SLFRF expenditure report is due.



**Eligible uses of SLFRF**

**Public Health** incurred since March 3, 2021 (e.g., vaccination, contact tracing, congregate setting prevention, mental health substance abuse)

**Negative Economic Impacts** (e.g. rent, utility, mortgage assistance, business supports) incurred since March 3, 2021

**Services to Disproportionately Impacted Communities** (e.g. healthy childhood, education assistance, affordable housing)

**Premium Pay** for essential workers incurred since the beginning of pandemic

**Revenue Loss** incurred since March 3, 2021)

**Water, Sewer, & Broadband** (costs since March 3, 2021 though project can start prior to March 3<sup>rd</sup>)

**Administrative Expenses**

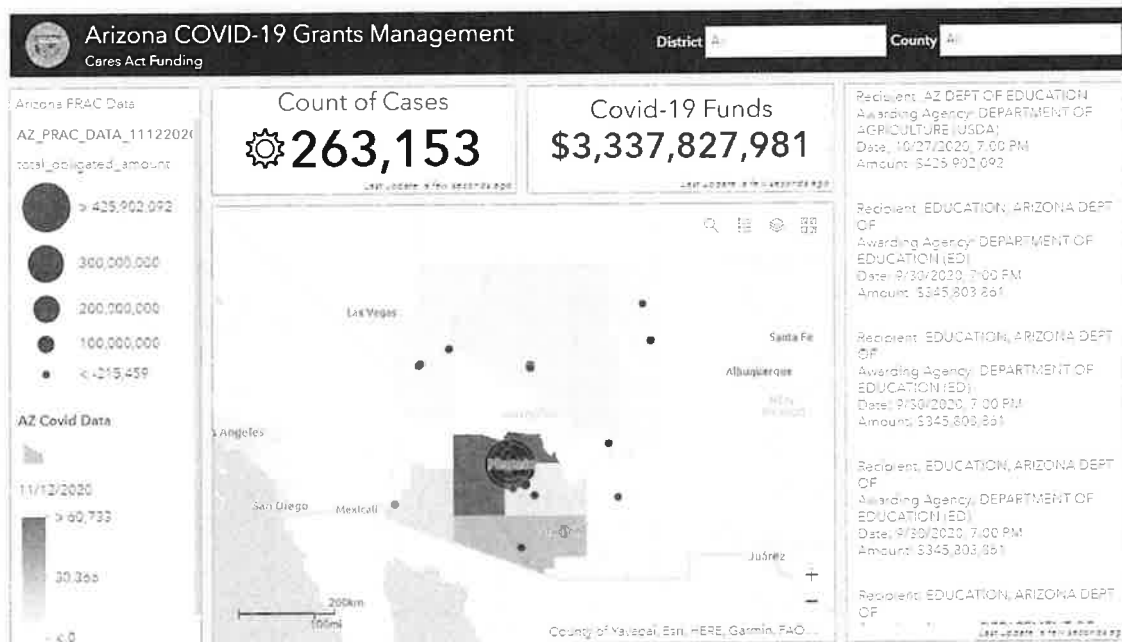
We will work with the County to factor these other programs into a draft recovery portfolio and Recovery Plan. We recommend that the County finalize the recovery portfolio and the Recovery Plan very quickly with public input. Special facilitated meetings with the Board of County Commissioners may be required to finalize priorities with Commissioners representing their district's local needs to the degree practical. We recommend narrowing down the recovery portfolio funded by SLFRF to a few areas based on need, availability of evidence and data for performance

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As grants management experts, our team works with a wide range of web-based portals. We are frequently contracted by state and local governments to implement commercial off the shelf, cloud-based software as a service solution. We stand ready to offer that service to Nassau County if needed, but we are most interested in offering only what the County requires. Our team also partners with a documentation management, process automation, remote collaboration, and workflow organization solution. This solution offers robust reporting and integration with the County's website. Alternatively, we have managed smaller scale grants management engagements using SharePoint to keep documentation organized and integrate with Microsoft suite to manage the project.

Our team is fully prepared to assist in the development, promotion, and maintenance of a secure-web based portal for the collection of subgrantee information and documentation. Our network extends throughout the recipient and subrecipient community to contractors with highly specialized solutions. We will help you evaluate what best suits your needs. Here are some examples web-based portals we can discuss with the County:

***Esri Grants Management Example***

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## Disaster Relief Funding Applicant Portal



### ***e. Provide to the county a plan for on the job monitoring of all contractors to guard the County against fraud.***



*Grant Thornton SME, Linda Miller served as the Deputy Executive Director of the Pandemic Response Accountability Committee (PRAC) from 2020 to 2021, where she helped stand up a brand new, fully virtual government agency tasked with overseeing and monitoring \$5 trillion in pandemic relief in the midst of a global pandemic*

Grant Thornton is an industry leader in fraud risk management. We have invested heavily in assembling an unmatched team of experts in fraud, waste, and abuse (FWA) detection and prevention. This team brings extensive expertise in both standing up FWA programs and helping federal, state, and local governments implement them effectively. Further, Grant Thornton was instrumental in the development of the industry standard fraud risk frameworks used both in government and in the private sector. For example,

Grant Thornton was selected by the Department of Treasury to develop the government-wide Program Integrity: The Antifraud Playbook, which provides agencies with practical guidance for implementing the Government Accountability Office's (GAO) Framework for Managing Fraud Risk in Federal Programs (GAO Fraud Risk Framework). This unique insight into leading guidance and our deep pool of expertise provides a rich set of leading practices and insights that we will bring to the County as we partner to establish a comprehensive and actionable plan.

Grant Thornton brings a fraud framework, including fraud scheme library which is continuously updated as we identify new fraud risks for pandemic recovery programs. We will apply this expertise to the recovery portfolio for Nassau County to create a fraud risk map. We recently completed a fraud risk map for a large ARPA program which identified 90+ fraud schemes and recommended internal controls and mitigation approaches for the highest risk fraud risks.

We will implement a three-phased approach to assist Nassau County in establishing a FWA program. The three phases are described below:

**Phase 1: Assess.** Fraud risk management should be right-sized and tailored for each organization. This ensures that organizations can streamline antifraud efforts and focus on areas of highest impact. Such streamlining is even more important for state and local governments, who face increasing demand for services and shrinking resources. ***Leveraging our proprietary fraud risk maturity model, we will partner with Nassau County to define the current state.*** Even in the absence of a formal FWA program, Nassau County likely has certain components of an FWA program already in place. The focus of the current-state assessment will be to: 1) understand what is already in place, 2) identify the key risks, gaps, and vulnerabilities based on the current state of FWA efforts, and 3) understand how current efforts compare to leading guidance and best practices. Our Model is based on GAO's Fraud Risk Framework and is applied

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to establish the current state of antifraud activities in total and across the four principles outlined in the Framework, including: commit, assess, design and implement, and evaluate and adapt. This confirms that Nassau County will receive detailed insight into all aspects of current efforts, both overall and across each of the four principles. A key strength of our approach is our extensive fraud scheme library, which contains over 900 fraud schemes that we have developed based on prior efforts and our own thought leadership. These will be used to quickly identify common fraud schemes that apply to Nassau County, and will facilitate the identification of key fraud risks, gaps, and vulnerabilities.

**Phase 2: Plan.** Based on the outcomes of the assessment, we will collaborate with the County to develop a roadmap to plan a path forward to implement a comprehensive and effective FWA program. ***The purpose of the roadmap is to translate the insights gathered in the first phase (current-state assessment) into tailored, actionable, and prioritized next steps.*** The roadmap will outline a plan to establish internal, financial, and audit controls and training to staff and vendors, in addition to any other recommendations identified as a result of the assessment conducted. For example, additional recommendations may be developed to combat key risks, gaps, and vulnerabilities identified in the first phase. This will include a crosswalk of the internal, financial and audit controls outlined to the key risks, gaps and vulnerabilities identified to facilitate prioritization and identify any additional controls needed if gaps are identified. Overall, this roadmap will ensure that Nassau County has a clear path forward and can focus implementation on areas of highest impact to propel current efforts forward and proactively combat FWA.

**Phase 3: Implement.** In this phase, we will partner with the County to ***bring the roadmap to life through the implementation of the next steps*** identified. For example, training of staff and vendors is a foundational element of a FWA program, including standard and role-based training efforts that incorporate job aids and red flags listings for front-line staff. As part of this phase and in line with the roadmap, Grant Thornton will partner with Nassau County to develop fraud risk management training for staff and vendors that not only aligns to leading guidance but is tailored to the unique fraud risks and environment at the County level.

### 3.1.2 Compliance and Technical Assistance

***a. Provide technical advisory services related to allowed uses of ARPA funds and respond to questions from the County and provide formal written opinions (including legal opinions, if requested) regarding the eligibility of specific County expenses to be covered by ARPA funds available from federal, state and other sources.***

When a client approaches our team for advice on the eligibility of the proposed use of a Federal funding source, we tap into the collective experience of local, state, and Federal grants and audit SMEs. We consider the most recent updates from daily monitoring reports from our policy analysts. We will also rely on the information provided by, and decisions and approvals of, Nassau County and its retained advisors, consultants, or legal counsel. As a Certified Public Accounting firm, Grant Thornton is prohibited from formulating legal opinions, however, our eligibility and compliance opinions are developed in a manner that conveys a clear, succinct, and definitive recommendation. We communicate, in clear terms, the guidance, regulations, past precedents, and interpretations our team consulted to arrive at our recommendation. Our goal is that the documents form the foundation upon which our clients can build their compliance support documentation packages that can withstand and pass programmatic audits. While we have years of experience following this protocol for clients across a wide spectrum of grant opportunities; we have found that the need for thoughtful and thorough documentation has been especially critical in the complex and ambiguous regulatory environment created around the COVID-19 related grant opportunities.

Because confidence in the eligibility of a proposed use of grant funds is critical to the successful implementation and operation of community services, we prioritize all requests for opinions. We share what we learn and Nassau County will benefit from our vast library of eligible use of funds opinions we have already developed for governments throughout the country. When we cannot leverage previous opinions we will develop our opinions based on daily monitoring of the latest regulations, best practices, and information provided by Nassau County. Our team has a thorough understanding of every enumerated eligible use specifically detailed in the Final Rule. Leveraging our state and local government experience,

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we will link the County's proposed use with one of the enumerated uses in the Final Rule. Finally, if we cannot leverage previous opinions or linking a proposed use to an enumerated use is assessed to be untenable, then our team will go to work applying the Treasury's framework for eligible uses beyond those enumerated. As former County government servants, we are passionate about advocating for clients' home rule rights to use funding as they see fit and will pour that passion and experience into developing thorough opinions that will pave the way for the County's desired use of funds.

In performing the Services, we will adhere to American Institute of Certified Public Accountants (AICPA) Statements on Standards for Consulting Services and with the Institute of Internal Auditors (IIA) International Standards for the Professional Practice of Internal Auditing. Grant Thornton is not being engaged to perform audit or attest services under AICPA auditing or attestation standards or to provide any form of attest report or opinion under such standards in conjunction with this engagement. Additionally, as a wholly owned subsidiary of a CPA, Grant Thornton Public Sector LLC is prohibited from performing legal services as defined by the applicable state bar.

***b. Provide expert programmatic and policy advice on federal programs.***

**Regulatory / Industry Update & Research**



Grant Thornton has a dedicated team that conducts legislative analysis, reviews program guidance, and monitors all relevant state and federal regulatory factors that affect the funding and compliance reporting decisions of our clients. The team, provided at no cost to all our clients, scans government websites, publications, and news outlets daily to understand and interpret on-going developments. We have established a group of management professionals which meets twice weekly to discuss the evolving COVID-19 recovery and grants management landscape. These policy

level meetings provide real-time insight into Congressional actions, federal agency developments, and state regulatory agencies that we share with our clients to shape their grant funding and compliance reporting strategies. Through this activity and our client experiences, we bring an established framework of funding sources and eligible uses. Using this framework, we will develop a tailored funding and compliance documentation framework for the County that is informed by the latest bulletins and advisories issued by regulatory agencies, which may shape future state auditor opinions or the future review processes and interpretations used by the U.S. Department of Treasury.

These resources are constantly updated by our Subject Matter Experts who are supported by dedicated policy analysts. Recently, Grant Thornton saw success in providing strategic advice and policy direction to Marin County regarding CRF Reporting and Single Audit Act requirements. We were able to formulate a cohesive strategy, fusing together our policy expertise with our client's unique needs, which resulted in improving the County's grants management process to maximize reimbursement eligibility of CRF funds. Additionally, Grant Thornton developed a Policy and Procedures manual for a separate client which serves to justify and support charging internal county costs, such as substantially dedicated force account labor and certain administrative leave expenses. We are able to bring to the table the experience of navigating ARPA funding requirements in conjunction with state level audit compliance requirements.

***c. Develop appropriate documentation to demonstrate compliance with ARPA guidance.***

Grant Thornton's Administration Services build upon decades of proven validation, reconciliation, cost, and monitoring through substantiated supporting documentation for tracked project expenses and identified compliance risks while innovating and automating processes through Project Performance Dashboards to lessen the burdens of time-consuming file generation, organizational tool building, and manual monitoring records. Our services provide the highest commitment to accuracy and compliance while providing effective and efficient solutions for maximum time and resource.



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Grant Thornton brings an established understanding of ARPA procurement requirements to the table, through experience as well as an extensive network of grants management specialists. Combining past ARPA experience with our caring and meticulous team members, we are proud to offer a customized solution for the County, including ensuring compliance with all relevant and up-to-date procurement requirements. As a non-Federal entity, Nassau County must follow a specific set of documented procedures used for the acquisition of property or services required under a Federal grant. We will be available to guide and determine if a specific purchase falls under the micro-purchase or small purchase threshold. We will offer direction on determining whether competitive proposal procedures or noncompetitive procurement would best fit the County's needs when soliciting service. The Grant Thornton team can also teach the County the importance of conducting a price analysis to scrutinize and make a decision regarding who will provide the best value for level of goods and services offered. All these factors result in a final award determination and notification to the top vendors. Grant Thornton can assist in advising and documenting the County's procurement process with the goal of recovering all allowable costs. Over the past few months, many of our clients have made emergency procurements. To substantiate these procurements, we support our clients by developing common sense justifications which use the federal government's own standard of reasonableness.

The County is required to submit quarterly Project and Expenditure Reports and an annual Recovery Plan and Performance Report. Grant Thornton has the expertise and tools to assist the County in maintaining compliance with the SLFRF's reporting requirements and elevate the quality of these reports to help the County use the reports to progress its communications goals. One clear example of this is the SLFRF's Recovery Plan Performance Report requirement. We believe that this report should be akin to a strategic plan, with a logical framework cross walking goals, objectives, outputs, and outcomes. The plan should be replete with key performance indicators and expected impact, so that the data can be collected to measure performance. Our team can facilitate workshops and discussions to collect the information needed to produce this report to exceed the federal government's requirements. Producing a high-quality Recovery Plan Performance Report is a great first step to avoiding future scrutiny from Treasury.

***d. Develop processes and documentation requirements around sub-recipient risk assessment, monitoring and management, including training of sub-recipients on funding requirements.***

The County will need to fulfil the responsibilities of a pass-through entity as defined in 2 CFR Part 200, including monitoring of County subrecipients. Grant Thornton has a well-established risk-based approach to execute subrecipient monitoring. We have led large, complex subrecipient monitoring efforts on behalf of states and counties, effectively reducing financial, audit, and compliance risk. For example, working with New Castle County, we monitored duplication of benefits by dedicating a staff-person to reviewing Coronavirus Relief Fund (CRF) applicant information against the U.S. Small Business Association's Paycheck Protection Program (PPP) website [federalpay.org](https://www.federalpay.org), to ensure that CRF applicants had not submitted for a duplicate funding request.

The Grant Thornton Team's process for sub-recipient monitoring and management begins with gaining an understanding of the County's goals for each ARPA funded project in which subrecipients are needed to achieve the County's desired outcomes. Once these foundational elements are in place, we will customize a testing template that is designed to test sub-recipients in two phases: an **eligibility phase** and a **compliance phase**. Throughout the testing process, metrics are collected and entered in our risk assessment tool, which provides an empirical risk matrix that is built on GMBOK best practices, relevant 2 CFR 200 regulations, and customized elements of each project being assessed. Our risk matrix enables the County to prioritize projects by rendering comparable scores across projects and practices. The eligibility phase examines each expenditure for its adherence to any one of the four statutory eligible use categories, as established by Treasury. Each of the allowable categories is measured with multiple metrics that creates a scale to determine the relative risk of non-compliance with ARPA eligibility requirements. Compliance phase testing evaluates the extent to which sub-recipient processes are sufficient to detect waste, fraud, or abuse of award funds and the extent to which internal processes were followed in compliance with Uniform Guidance requirements.

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Grant Thornton knows and has firsthand experience with the requirements for compliance with federal and state laws, regulations, and policy. Our team will execute the approach detailed in our monitoring plan to perform the grant reviews necessary to account for the federal funds. Requests for reimbursement will be reviewed for Reasonableness of Cost, and presence of Adequate Supporting Documentation. Justifications of revenue loss will be reviewed for reasonableness in methodology. Regulations we will consistently monitor for the County include, but are not limited to:

- **2 CFR Part 200 Compliance:** The cornerstone of all compliance requirements lies within the Uniform Grant Guidance (2 CFR Part 200). The State will be able to operate with the utmost assurance that our ability to perform due diligence in determining federal compliance is unparalleled. Compliance requirements detailed in 2 CFR Part 200 emphasized in our review are detailed below.
- **ARPA Compliance:** While ARPA funds have been awarded with loose guidance from the Treasury Department, we have a firm understanding of the objective of the awards: Fiscal Stabilization for impacted communities. While most people administering these funds have not dealt with such loose legislation, our work over the past year with other counties, states, municipalities, and non-profits allows us to bring insights and perspectives based on hard-won experience.
- **Organizational Compliance:** We are aware of potential conflicts of interest that grantees may have as well as proper internal controls that management is required to have in place.
- **Property Standards:** Use, disposition, and document retention requirements of real property, supplies, and equipment will also be addressed. It is understood that we should pay particular attention to disposal of salvage materials, especially for electric utilities providers.
- **Procurement Standards:** Procurement of goods and services is of particular concern to federal auditors. We have noticed an increase in OIG audit findings regarding non-compliant procurement methods over the past few years. Competition, appropriateness of procurement methods, reasonableness of contract cost, and existence of required contract provisions will be evaluated. We look to see if any business relationships have been entered into with debarred parties.
- **Pass-through Responsibilities:** 2 CFR Part 200 specifies monitoring methods to be followed for cases where a service provision has been sub-granted. Sometimes grantees are not aware that a true subrecipient relationship exists (rather than a vendor relationship) and fails to monitor that sub grantee. We know how to determine a sub-recipient relationship in substance. This distinction matters; auditors commonly get caught up in the details of trying to understand how to treat a mutual aid agreement, when it should be evaluated as a sub-recipient relationship in substance.
- **Cost Principles:** Cost principles specify allowable items of cost and the methodology to accurately assign costs to the federal grant. Allowable costs should be reasonable in amount and allocable to the award. Ultimately, costs should be proven to be reasonable in amount, necessary for the award, and assigned properly, either by direct or indirect allocation.
- **Audit Requirements:** When a grant exceeds the threshold of \$750,000 in federal awards, they are required to have a Single Audit performed of their operations. We understand that there is no central source to determine the total federal awards. For this reason, in an attempt to determine whether that requirement was met, we pose questions during the review of financial statements to determine the sources of other funds. We also determine whether the reporting requirements were met and whether significant deficiencies resulted in corrective action.
- **Program Compliance:** The team will execute the approach detailed in the compliance review work plan to review reimbursement documentation and/or justifications of revenue loss for compliance with federal and state laws, regulations, and policy.
- **Eligibility:** We understand that this environment requires a reviewer to look at eligibility from a conceptual standpoint, which allows us to navigate directives even when directives appear to conflict one another.
- **Adequate Supporting Documentation:** We understand that the issue is not whether a particular activity was allowable, rather that the means of documenting were prepared during unordinary times and are not in the best state. We have been doing this long enough to know what is considered acceptable documentation for proving linkage to grant funded efforts.
- **Financial Compliance:** We have assembled a well-rounded team of grant experts that have experience assessing and managing grant operations of government and not-for-profit organizations.

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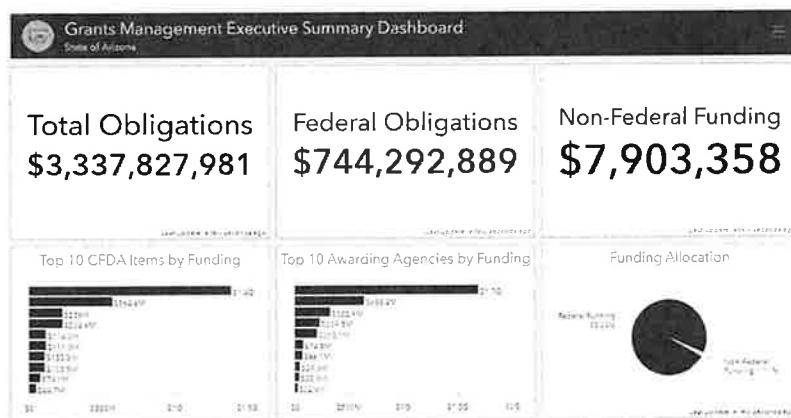
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Outside of public sector, our commercial and not-for-profit practice perform Single Audits (OMB Circular A-133 Audits) for grant recipients. Grant Thornton makes significant investments in relevant industry thought leadership, associations, and events. We routinely develop and refine our skills by providing and attending the latest training and professional development events. As such, we have partnered with the National Academy of Public Administration (NAPA) to host quarterly Grants Management Symposiums across government since 2018 to discuss emerging trends, challenges and the impact of key legislation. Through the National Grants Management Association (NGMA), we have trained hundreds of grant management professionals at federal, state and local government including the use of integrity monitors to improve compliance and reduce risk for grantees. Several of our professionals serve in local chapters and national level executive committees of organizations such as the Association of Government Accountants (AGA) and the Institute of Internal Auditors. Grant Thornton is also a National Emergency Management Association (NEMA) corporate partner which allows our employees to attend the annual conference and have access to both state and local emergency management directors and industry professionals. As mentioned, we will leverage our expertise to support the County in overseeing the ARPA award.

We are confident that our expertise and experience can result in a genuine partnership with the Nassau County in overseeing the ARPA awarded funds. Keeping our skills and knowledge sharp means we can provide the latest information to the County and sub-recipients on use of funds and reporting requirements. It also means that training materials and sessions on ARPA compliance rules can be shared in real time with the County and subrecipients, ultimately reducing risk of non-compliance or missing key reporting requirements.

**e. Provide guidance on a technology solution for tracking American Rescue Plan Act funding distribution strategy to sub-recipients.**

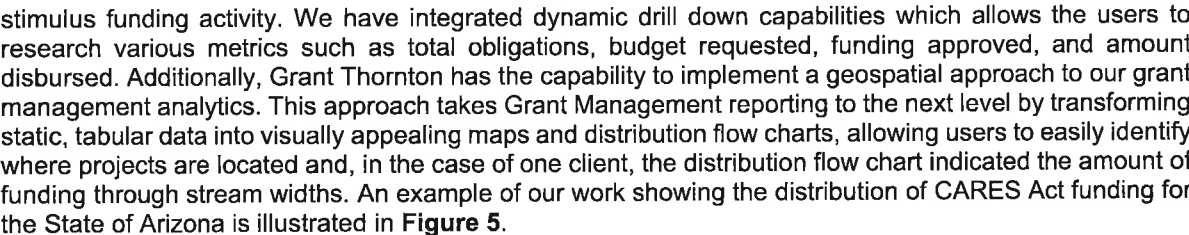
**Figure 3. Example of Executive Dashboard**



Grant Thornton offers a range of technology solution options for tracking ARPA funding distributions, from functional Excel worksheets that may be manually updated and used to produce flow charts, to building sophisticated dashboards with built in analytics capabilities. Our approach to finding the right fit for the County is collaborative and business focused. Within one week of engagement, our team will meet with senior leadership to thoroughly understand the County's goals

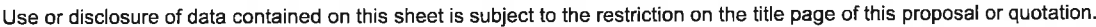
and objectives and develop strategic Key Performance Indicators (KPIs) related to the County's Performance Management Initiatives; such KPIs may be incorporated into manual, Excel-based tracking techniques or the most sophisticated approach. Regardless of the specific technological approach adopted, the tracker will track the County's project inventory across the seven expenditure categories identified by the County with a forward-looking eye on SLFRF Compliance and Reporting Guidance. If a dashboard-based technique is agreed upon, our data and analytics team will utilize a hierarchical, drill-down approach to building a dashboard that is user-friendly and clearly conveys project data. We have experience building executive summary dashboards that provide senior leadership with a one-stop, at-a-glance view to see total ARPA funds, where the funds are being distributed, and to which agency and project. An example dashboard we have developed for other clients is shown in **Figure 3**.

We also have the ability to develop dashboards at the Performance Management Initiative level. Typically, these initiatives are tied to the County's Strategic Plan (e.g., Broadband, Economic Development, and Sustainability). We have experience collaborating with Program Managers to develop high level KPIs to monitor



## How CARES Act Dollars are Distributed in the State of Arizona

In the diagram below, you can see directly how Federal funds are allocated down to local municipalities.



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Our maps are integrated into interactive dashboards that allow users to analyze data by boundaries such as congressional districts, zip codes, and census tracts. We further apply layers to the map to transform data into information that enables users to generate actionable insights. Examples of applicable layers include COVID case counts and racial/demographic data to show the equitable distribution of ARPA funds.

Grant Thornton can provide the County with the expertise it needs to effectively analyze and tell a story from an equity perspective with its data. Our team of highly trained analysts not only have the technical skills for analysis (e.g., ETL, Business Intelligence, and Data Visualization), we also have the soft skills to translate technical terms into ways everyone can understand. Additionally, our team of data scientists can take the analysis to the next level to develop insights from predictive and prescriptive models and algorithms to support data-driven decision making. An applicable use case can be applied to Household Assistance: Eviction Prevention by leveraging demographic, socio-economic, and geographic data and applying algorithms to determine who best would benefit from receiving funds, based on data and statistics.

***f. Provide administrative assistance, oversight, and program recommendations to the County to facilitate and ensure appropriate progress on agreed-upon deliverables.***

Our team has the capability and capacity to adhere to Nassau County's proposed timelines. When selected, the Grant Thornton Team will finalize their timeline based on feedback received from the County at the initial planning and engagement kickoff meeting to be held within one week of engagement.

Grant Thornton's project management approach employs continuous and transparent feedback to the County, allowing us to deliver high-quality products seamlessly while maintaining an engaged team to deliver beyond the status quo. Specifically, project reporting is part of our feedback-ready culture, and our project management team provides regular and recurring updates to all stakeholders. In the early stages of the project, key deliverables are highlighted, milestones are created, and the path to reach goals are identified. Each element of project plan development and subsequent reporting are established in unison with stakeholders to maintain a seamless path in reaching end deliverables. We deliver project schedule, project tracking, and budget resources in funds and hours to our clients on a monthly basis. Our team of experts bring heightened levels of technical knowledge to this specialized line of work, and they include former County and Senior Executives and Project Management Professionals (PMP) as certified by the Project Management Institute (PMI). These resources blend grants management expertise and government knowledge to provide proactive project management that reduces or mitigates risks to the County as it manages SLFRF projects.

Grant Thornton will leverage the approach discussed in the following section to manage the overall project plan, foster collaboration, effectively manage our team, and meet or exceed expected outcomes.

The following key features of our management approach have been used to support similar grant engagements for our clients, achieving exceptional results:

- Implementing stringent staffing procedures to deploy appropriately skilled staff;
- Establishing formal subcontract agreements and communication channels, including escalation procedures;
- Using time and attendance, cost management, invoicing, and administrative systems and processes to ensure transparent cost control and invoicing;
- Establishing a detailed quality assurance plan that allows for feedback on contract performance;
- Developing a master schedule tied to ARPA SLFRF reporting requirements to manage service delivery and facilitate reporting;
- Formalized risk identification and mitigation processes to identify, forecast, report, and mitigate risk across the contract;
- Developing and executing an issue identification, escalation and resolution process; and
- Establishing formal reporting mechanisms to discuss contract performance.

*Grant Thornton's Project Manager, Brad Johnson, will develop and maintain detailed integrated project schedules that include a work breakdown structure, execution activities, dependencies, activity durations and status, milestones and deliverables, reviews and quality checks, and resource requirements. The schedules guide and facilitate the tracking of work activities and serve as the basis for status reporting.*

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Linkages and dependencies between activities are reflected wherever they exist and are combined into an integrated project schedule. We maintain schedule baselines to measure progress while allowing for flexibility to adapt to changing requirements and the needs of the County. We calculate the estimated completion of planned activities and identify variances from baseline dates. We will develop corrective action plans to address schedule variances. We calculate the estimated completion of planned activities and identify variances from baseline dates, developing corrective action plans to address schedule variances, when needed. All formal deliverables are submitted in draft form to County leadership and key stakeholders to allow sufficient time to review and comment before submitting final deliverables.

As a matter of practice, we establish clear agendas with defined outcomes for meetings, which are integral to task order delivery and communicating updates on performance, encouraging participation and dialog around project status details, complete with issues, concerns, and remediation plans.

Building on our integrated project schedules and quality controls, Grant Thornton develops and maintains comprehensive cost control budget-to-actual tracking tools. The information on actuals is based on timesheet entries from team members. Timesheet detail is captured daily at the task order level (at a minimum) and input into the cost control tool on a weekly basis. Analysis is conducted on how well each task order is performing against its budget. Any variance is analyzed to understand its root cause and to formulate corrective action plans that address the issue and realign costs.

***g. Resolve any requests for information, justification, audit findings, and eligibility appeals.***

Grant Thornton has extensive experience with providing monitoring and compliance control assessments. When expending funds that have specific spending requirements, we implement strategies that minimize risk to the greatest extent possible. However, there are occurrences when a dispute can arise. Whether it is responding to citizens of the community, constitutional officers, neighboring local governments, or external auditors, it is critical to respond to Requests for Information in a timely manner. Grant Thornton standardizes its process for resolving Requests for Information, justifications, and audit findings to effectively communicate the information needed to carry the programs of the SLFRF forward.

For appeals with subrecipients and beneficiaries of Nassau County's SLFRF, addressing disputes regarding fund amounts must be remediated in a manner that provides professionalism and quality customer service.

While Grant Thornton will provide internal controls that reduce risk, we understand that Nassau County would desire an appeals process where Grant Thornton can serve as an intermediary, should there be a need to solve a dispute amongst various government entities regarding misinterpreted rules and regulations which may result in payback to those agencies.

As a consultant for the Florida Division of Emergency Management, we drafted and implemented processes for remediation and addressing appeals and disputes. For Nassau County, Grant Thornton will address the creation of an appeals process by ensuring that the County is compliant with 2 CFR § 200.342: Opportunities to object, hearings, and appeals.

- The appeals process will provide an evaluation and final determination of expenditures to verify if it is permissible under the grant terms and conditions, and if the obligated amount fully reconciles with the expended amount. Should a discrepancy in amount arise, a Grant Thornton staff representative will work with the County and the subrecipient to provide clarity on eligible expenses, and the necessary approach to utilize grant funds in a compliant manner
- The subrecipient must submit a request for review to the County detailing the nature of the disagreement with the conflicting determination and provide supporting documents in accordance with the procedures provided in the grant terms and conditions.
- The request for review must include a copy of the adverse determination, must identify the issue(s) in dispute, and must contain a full statement of the subrecipient's position with respect to such issue(s) and the pertinent facts and reasons in support of the subrecipient's stance. In addition to

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the required written statement, the subrecipient shall provide copies of any documents supporting its claim.

- The subrecipient's request to the County for review must be submitted no later than 30 days after the written notification of the adverse determination is received; however, an extension may be granted if the recipient can show worthy cause why an extension is warranted.

If the County's decision on the appeal is averse to the subrecipient or if a subrecipient's request for review is rejected on lawful grounds, the subrecipient then has the option of submitting a request to the County for a further review of the case. A prospective complainant must submit a notice of appeal to the County within 30 days after receiving the final decision.

***h. Assist the County with responding to public concerns and comments, and the preparation of Public Service Announcements and interviews as requested.***

Grant Thornton understands how difficult it is to coordinate across government departments to meet reporting and audit documentation needs, and to adhere to federal compliance. During this time of unprecedented federal support in response to ARPA, maintaining a sound audit trail is imperative in today's environment. Grant Thornton has an extensive history of providing monitoring services for state, local and federal agencies and coordinating across the County's internal departments to obtain relevant documentation, beginning with decoding organizational and departmental jargon, and streamlining communication channels.

We will assist Nassau County in addressing the range of inquiries and concerns that members of the Nassau County community may have regarding SLFRF funds. We understand that providing justification on Treasury guidance, the Uniform Guidance and SLFRF Award Terms requires deep understanding of all facets of the SLFRF. Therefore, Grant Thornton will maintain an open channel of communication with the County to field requests and provide direction on recommended steps when communicating about Nassau County's SLFRF. Our team of professionals have valuable experience working with local government entities and are skilled at assisting the County with preparing Public Service Announcements and interview materials. *The proposed Project Manager, Brad Johnson, is a former Florida City Manager and Deputy County Administrator that understands the importance of ensuring all government communication is clear, effective and compliant with Florida Sunshine Laws regarding public records and government transparency.*

At every opportunity throughout the lifecycle of SLFRF funded projects and programs, our team will proactively and contemporaneously document eligibility determinations and justify procurement and performance processes in a manner that anticipates requests for information or clarification from outside reviewers. Due to the interpretative nature of grant program guidance and federal compliance requirements requests for information, clarifications for use of grant funds are somewhat inevitable. Should this happen, during our service to the County, the Grant Thornton team will be prepared. As part of our Public Assistance Grant Program and Coronavirus Relief Fund management services, our teams routinely assist our clients in responding to requests for information, audit findings, and eligibility appeals. Our team will thoroughly analyze the request to identify every element that requires a response from the County. Then our team will extensively research each item of the request and develop a draft response for the County's feedback. The response will exhaustively detail the County's actions and decisions related to the requested item, it will also align the actions or decisions to program guidance and precedents prevailing at the time the decision or action was made and contextualize the response within the overall intent of the County's project to satisfy the statutory intent of the fund.

### **3.1.3 Cost Recovery and Fiscal Reporting**

***a. Prepare the Revenue Loss Calculation and submit to all appropriate government entities as necessary as required for ARPA.***

Recipients of payments from the SLFRF may use either a \$10 million "standard allowance" or a method developed by the Treasury to calculate and allocate an equivalent portion of their payment to replace lost

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revenues caused by the COVID-19 public health emergency. This replacement will come in the form of the payment of expenses related to "government services". The Treasury defines government services broadly to include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Reporting on the use of these funds have been streamlined and consolidated under only two expenditure categories, 6.1 – Provision of Government Services and 6.2 – Non-federal Match for Other Federal Programs. The lost revenue allocation represents the most flexible option recipients have for funding projects and programs using their SLFRF payments. Our team is committed to helping the County maximize its use of this source by leveraging our collective knowledge, experience, tools, and solutions.

Grant Thornton has extensive expertise in conducting total and lost revenue calculations for a wide range of clients, including for state and local governments. Its knowledgeable workforce consists of grants management experts with backgrounds in emergency response, program development and oversight, research, local government administration, and risk advisory. Thus, the team has a deep understanding of not only how to make these calculations, but also of the federal grants management space- particularly the nuances of the federal legislation and statutory provisions, and of grant management's best practices and compliance monitoring. This holistic mix of staffing and background has enabled the team to provide guidance on computing net charges and using alternate methodologies in their calculations, particularly for clients facing a possible audit.



*Grant Thornton is supporting multiple organizations recover and manage the COVID-19 response. Our work has focused on the eligible spending and reporting of the healthcare system use of the CARES Act Provider Relief Funds (PRF), FEMA Public Assistance monies as well as private insurance and or business interruption insurance. Our healthcare systems include New York City Hospitals (New York), Geisinger Healthcare (Pennsylvania), Berkshire Health (Massachusetts), Beebe Health (Delaware), St. Francis Health (Missouri), WellSpan Health (Pennsylvania), AtlantiCare (New Jersey), Grand View Hospital (Pennsylvania), St. Joseph Hospital (New Jersey), Indiana University Health (Indiana) and Doylestown Hospital (Pennsylvania)*

Grant Thornton supported healthcare systems clients using Provider Relief Funds (PRF) to replace their revenue and navigate the federal funding space. As part of that work, the team provided guidance on calculating actual patient care revenues, uncollectible debts, and lost revenues. Their work encompassed calculating total year over year revenue and net charges from patient care related sources, and, similar to the impetus behind ARPA (SLFRF), lost revenues attributable to a public health emergency. Furthermore, the team

compared budgets to actual expenditures, made reasonable estimations, and tracked allocated payments against lost revenues attributable to the public health emergency. Finally, the team assisted the client in demonstrating compliance with relevant legislation. In fact, our team's tools and techniques have been used to pursue, secure, and manage over \$9 million from a federal agency grant program to allow a health system to allocate its payments received from the Provider Relief Fund to additional unanticipated COVID-19 related expenses and lost revenues.

Our team monitors the SLFRF regulatory environment daily. We fully understand the steps recipients must take and the data they must use to accurately, and compliantly, calculate their revenue loss attributable to the public health emergency. Our team has a tool and a procedure in place to quickly calculate lost revenues and will deploy it immediately at the start of the engagement. Understanding the County's lost revenues, consistent with the Treasury's methods for such calculation, is essential for the County to make an informed decision regarding whether to use the amount derived from the calculation or electing to take advantage of the Treasury's "standard allowance" of \$10 million.



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Through the National Grants Management Association (NGMA), we have trained hundreds of grants management professionals within federal, state and local government including the use of integrity monitors to improve compliance and reduce risk for grantees. Our professionals are thought leaders in the industry, often publishing articles on grants management trends and best practices. Several of our professionals serve in local chapters and national executive committees of organizations such as the Association of Government Accountants (AGA) and Institute of Internal Auditors.

The Grant Thornton Grants Management Team are experts in identifying and mitigating compliance risks associated with the use of federal funds to acquire goods or services pursuant to the competitive procurement requirements of 2 CFR 200.318 – 327. In over eight years of service to the states of Texas and Florida as Uniform Guidance Compliance Monitors for each states' administration of FEMA's Public Assistance Program, the Grant Thornton team performed thousands of

reviews of supporting documentation related to procurements and transactions incurred by hundreds of counties and municipalities in the execution of hundreds of disaster recovery projects totaling over \$300 million. Our team employed proprietary checklists and validation tools, to review and validate the efficacy of the subrecipients' procurement documents, and to support compliance with applicable Uniform Guidance requirements efficiently and comprehensively. Where deficiencies were identified, the team immediately developed and implemented a corrective action plan to bring the subrecipients' support documents into compliance. By viewing these interactions as educational opportunities rather than purely compliance oversight, our team added value to state agencies by educating their subrecipients on the necessity for improving procurement documentation standards.

Our team will employ this same methodology proactively with the County. Through close and frequent collaboration with ARPA funded project managers and stakeholders, our team can proactively give guidance on anticipated procurement documentation requirements and review contracts for compliance to Uniform Guidance regulations prior to execution. Our team has the capability to perform on-demand and just-in-time Uniform Guidance procurement requirements training to the County's staff and subrecipients, as needed.

***c. Provide oversight and guidance to guarantee compliance with OMB Uniform Guidance 2 CFR, Part 200, including performing internal control risk assessments as required.***

Grant Thornton is the quality service vendor for the California Housing Finance Administration's ARPA-funded \$1B mortgage relief program. We work with the State to provide expert guidance and interpretation of Treasury requirements and compliance guidelines from 2CFR200. Services include compliance and internal controls reviews, secondary eligibility reviews, sub-recipient and contractor monitoring recommendations, and fraud risk management.

Our proposed subject matter expert (SME) is immersed in the audit and program guidance relevant to Nassau County's ARPA allocations which include:

- 2 Code of Federal Regulations Part 200 (2CFR200) – The Compliance Supplement, was released in August 2021 and an update will contain more detailed guidance for specific ARPA programs.
- American Rescue Plan Act (relevant portions)
- U.S. Treasury Guidance – The Final Rule was effective April 1, 2022. The SLFRF Compliance and Reporting Guidance (Version 3.0 issued February 28, 2022), Terms & Conditions, other FAQs and guidance as they are released.

Within the first month after contract award, we will identify any additional programs, regulations and guidance. Our grants practitioners will conduct a gap analysis. Our approach to the gap analysis begins with an understanding of the County's current processes, and written guidance that is available. Our team uses experience with other clients and consults with our SMEs (audit and advisory) to provide risk-based recommendations for updated or new policies, procedures and internal controls. We will document

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allowable cost guidance, which will need to be tailored to the ARPA programs and considered for the broader program and eligibility landscape.

We use a structured and proven methodology and templates for developing policies and procedures. Our team's goal will be to make actionable recommendations that complement and build upon the policies and processes that the County developed in response to other COVID-19 relief grants and payments received prior to ARPA. This focus on building upon existing processes will facilitate the efficient implementation of County staff and enable comprehensive compliance to the SLFRF's unique requirements through processes and terminology already familiar to the County's stakeholders.



*For New Castle County, Delaware Grant Thornton developed a Policies and Procedures manual which serves as a comprehensive guide to the administration of \$322M of stimulus funding. We developed the policy guide to justify and support charging internal costs, such as substantially dedicated force account labor*

***d. Review and assist with processing payment requests and determining allowable costs.***

The Grant Thornton Team's goal in assisting the County in implementing procedures for verification of eligibility for award and expenditure of American Rescue Plan funds will be focused on improving upon, where needed, and add critical Uniform Guidance compliance controls to the County's existing procedures for verifying eligibility and expenditure of federal grant funds, specifically the procedures in place for the determination of eligibility for the expenditure of funds. This focus on improving existing procedures is intentional. We believe that the most efficient path forward for the County to implement the projects it needs to fund to continue its response to the direct effects of the COVID-19 public health emergency and begin the long-term recovery from its economic effects is through the incremental improvement of the processes and procedures already employed by the County's staff in providing critical services to this point. Our team of experts will perform a gap analysis of existing policies and procedures and recommend improvements and additional steps to enable the County is extracting the data and documents it needs to make informed and defensible eligibility justifications.

When our team is tasked to advise on the eligibility of a proposed use of federal funding, we immediately escalate the request to our COVID-19 grants management SMEs. This allows our team to leverage the collective knowledge and experience of dozens of local, state, and federal grants and audit subject matter experts and the most recent updates to the COVID-19 grants landscape from daily monitoring reports from our internal policy analysts. Our opinions are developed in a manner that not only conveys a clear, succinct, and definitive opinion, they go further to thoroughly communicate, in clear terms, the guidance, regulations, past precedents, and interpretations our team consulted to arrive at our opinion. Our goal in the development and issuance of our written opinions is that the documents form the foundation upon which our clients can build their compliance support documentation packages that can withstand and pass the most rigorous programmatic audit.

While we have years of experience following this opinion development protocol for clients across a wide spectrum of grant opportunities, we have found that the need for thoughtful and thorough opinions has been especially critical in the complex and ambiguous regulatory environment created around the recent COVID-19 related grant opportunities. In our service as grants management advisor to New Castle County, Delaware (Coronavirus Relief Fund/American Rescue Plan Act/FEMA Public Assistance), Marin County, California (FEMA Public Assistance), and several



*Grant Thornton is supporting multiple organizations recover and manage the COVID-19 response. Our work has focused on the eligible spending and reporting of the healthcare system use of the CARES Act Provider Relief Funds (PRF), FEMA Public Assistance monies as well as private insurance and or business interruption insurance. Our healthcare systems include New York City Hospitals (New York), Geisinger Healthcare (Pennsylvania), Berkshire Health (Massachusetts), Beebe Health (Delaware), St. Francis Health (Missouri), WellSpan Health (Pennsylvania), AtlantiCare (New Jersey), Grand View Hospital (Pennsylvania), St. Joseph Hospital (New Jersey), Indiana University Health (Indiana) and Doylestown Hospital (Pennsylvania)*

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large healthcare service providers (Provider Relief Fund, FEMA Public Assistance, Federal pass-through grants) our team has developed and issued dozens of eligibility and use of funds opinions that have supported and defined our clients' strategies for their use of nearly \$1 billion in COVID-19 related funding to date. Each opinion has been carefully developed by our team, through assistance from our broader grants management working group, to explicitly define our client's opinion or interpretation and detail the exact sources, past precedents, and interpretations that were consulted to arrive to the opinion. Because confidence in the eligibility of a proposed use of grant fund monitoring is critical to the successful implementation and operation of community services, we prioritize all requests for opinions above all other tasks and we continue to meet our clients' expectations for timely delivery of quality opinions. We look forward to utilizing the skills and experience we have gained over decades of managing federal grants, as well as our immediate experience and infrastructure in COVID-19 specific funding opportunities, to develop thoughtful and comprehensive written opinions to assist the County in developing and implementing their grants management strategies to maximize the County's impact on progressing its COVID-19 recovery and community growth and development agendas.

***e. Assist with preparation of project files and responses to any findings and/or concerns identified during monitoring visits and/or audits by any requesting entity.***

**ProTip:** Consult with Internal Audit when coordinating across departments to report to external parties. They are able to "speak the language" of each department. It also provides an opportunity to build relationships with the IA department.

We understand how difficult it is to coordinate across departments to meet reporting/audit documentation needs. During this time of unprecedented federal support in response to ARPA, maintaining the audit trail is imperative in today's environment. Grant Thornton has an extensive history of providing monitoring services for state, local and federal agencies, and coordinating across a County's internal departments to obtain relevant documentation, beginning with decoding organizational and departmental jargon, and streamlining communication channels.

Documentation collection shouldn't be overly burdensome. Documentation retained should also be sufficient to support existence of allowable activities and costs. Finding the balance between what qualifies as acceptable documentation and minimizing the logistical burden brought on by collecting it requires finesse. Our years of experience in the field allow us to seamlessly navigate the documentation requirements and demonstrate compliance. This understanding allows our team the ability to assist stakeholders with collecting documentation that is needed to support their award funds claims in accordance with ARPA and SLFRF and grant requirements.

From an auditor's perspective, if processes and controls are not documented, they do not exist regardless of how effective they are. A suboptimal documented process is better than an effective undocumented process. We will review current documented policies, procedures, and controls and identify gaps in existing documentation relative to the standard used by single auditors – the 2 CFR Part 200 Compliance Supplement (Appendix XI). The most recent supplement was released in August. While there will be another supplement in late Fall which specifies audit procedures for individual ARPA programs, the general areas an auditor may review for compliance and internal controls are known. The auditor will conduct a risk assessment to determine which areas to review. For each area, they will review (1) Compliance and (2) Internal Controls. The areas are:

- Activities Allowed or Unallowed
- Allowable Costs/Cost Principles
- Cash Management
- Eligibility
- Equipment and Real Property Management
- Matching, Level of Effort, Earmarking
- Period of Performance
- Procurement and Suspension and Debarment
- Program Income

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- Reporting
- Sub-recipient Monitoring
- Special Tests and Provisions

For SLFRF, the Treasury has determined Cash Management and Matching/Level of Effort/Earmarking are not applicable to SLFRF. Outside of 2 CFR Part 200, we will review documentation relative to new requirements introduced by the program guidance such as equity requirements, fraud measures, conflicts of interest etc. We've recently completed a similar documentation gap analysis for California's \$1B mortgage relief program. We have budgeted hours to assist in drafting documentation for areas we think will minimally require new documentation such as Allowable Costs and Cost Principles.

***f. Provide the County with grant/funding close-out services to ensure funding is retained.***

Our Grant Thornton team has a comprehensive understanding of federal closeout procedures and, while it might seem premature, it's imperative to always work with project closeout in mind. Grant Thornton has the expertise to conduct project closeout monitoring reviews for completed projects and work with state and local agencies, municipalities, as well as nonprofits on resolving any finding or observations where possible prior to submitting final reports and recommendations to FEMA or other federal agencies for project closeout. We also view closeout with an eye toward potential audits. This means preparing local agencies and municipalities by documenting how their funds were spent and what results they achieved.

Grant Thornton will aid Nassau County in developing closeout strategies and procedures suitable for Nassau County's needs and unique circumstances. We will use best practices as informed by the Grants Management Body of Knowledge (GMBOK), Project Management Body of Knowledge (PMBOK), grant reporting requirements, and any relevant federal guidance to develop workflows and closeout procedures that are audit ready. We will support Nassau County in executing closeout procedures once established and help to ensure any externally imposed requirements are satisfied during the end phases of the project. Consultants at Grant Thornton have helped to develop and execute closeout strategies for major government entities with large funding streams and are fully prepared to assist Nassau County during the close of the grants lifecycle. We demonstrate our closeout efforts by preparing the required documentation and communicating with the funding agencies to ensure the closeout is performed properly and accurately in compliance with federal laws and regulations.

***g. Prepare and review documentation and reports for completeness to ensure eligible work and costs are captured for audit purposes.***

Grant Thornton will work with the County Administrator, the County Treasurer and County Auditor to review any requests for audit information and assist with preparing responses to audit questions, requests for information and/or findings. Our goal in supporting the County throughout this engagement will be to mitigate audit risk. Our focus will be:

- To anticipate material findings, develop mitigation measures and strengthen internal control to avoid findings.
- To communicate with the County and, if necessary, its Single Auditor as a guard against unexpected questions and findings; and
- To provide the County with Single Auditor expertise that gives us perspective on what auditors look for.

Grant Thornton will work with the County's external auditors responsible for the preparation of the County's Single Audit and submission of the required Schedule of Expenditures of Federal Awards (SEFA). Through multiple engagements we have helped our clients understand and address concerns presented by their external auditors. In New Castle County we are working with the County to answer questions from their external auditor on the county's spending of its Coronavirus Relief Fund through the CARES Act. New Castle County received over \$322 million as a direct recipient and has used the funding for multiple grant

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programs focused on education, small business stabilization, food distribution, homelessness, COVID-19 testing and vaccine distribution. Key aspects also include direct support to the county's municipalities and volunteer fire companies prepare, protect and respond to COVID needs.

Grant Thornton, as one of the nation's largest audit, tax and advisory firms, is well equipped to support the County respond to audit questions. Our proposed Subject Matter Experts brings years of audit experience from both sides of an audit engagement: Auditor and Director of Finance.

***h. Assist the County with applying for, packaging and submitting materials for reimbursement to all appropriate government entities as required for ARPA.***

Grant Thornton's Pre-Funding Services focus on supporting the County's strategic planning to consider each program's long-term and short-term goals, priorities of the individual program and strengths and limitations of its resources. Embedded in each of our service offerings is a plan to establish, identify, verify and assist in the creation of eligibility criteria, program design, performance measurements, risks, reporting requirements and funding determinations per program based on organization mission, the state and local administration and congressional initiatives.

Within our approach, we will work collaboratively with the County to assist in achieving and maintaining short and long-term goals. The goals will be consistent with the County's mission utilizing the SLFRF award by establishing internal controls related to the federal funding programs. Pre-funding activities will include:

- Research, develop and prepare grant applications and/or other public assistance documents
- Collaborate with Nassau County on project formulation; information gathering, project development (define both small and large project's scope, size and damages, including cost estimating that will be the basis of each project); project submittals (draft and submit small and large projects to GEMA/HS and or other state agencies)
- Federal, State and Local funding options by State

Grant Thornton will work with stakeholders to gain an understanding of Nassau County's current state. As a result, this will assist in identification and determination of program metrics and outcomes of reporting requirements, including diversity, equity and inclusion metrics. We will craft a strategic plan linked to meaningful performance metrics, outcomes, and reporting requirements, and establish a process that allows Nassau County to track progress towards its goals and objectives. Our approach will include engagement of appropriate County owners and public constituents into the Strategic Plan including key business leaders specifically, such as minority business leaders, realizing diversity is important.

***i. Streamline reporting process to ensure continued compliance and provide post award grants administration.***

Beginning in January 2022, the County will be required to submit quarterly Project and Expenditure Reports. Grant Thornton has the expertise and tools to assist the County in maintaining compliance with the SLFRF's reporting requirements and elevate the quality of these reports to help the County use the reports to progress its communications goals.

The Grant Thornton Team's approach to providing support to the County in the development and submission of reports required by the SLFRF, including the Project and Expense reports, is to leverage our team's collective knowledge, skills, and abilities to build upon the County's tools and systems for data collection to create a standardized, repeatable process for efficient data sharing and report development. We document deadlines for current programs for which the County has or will receive funding, including any application, reporting or expenditure milestones. We perform daily monitoring of COVID-19 program deadlines, including ARPA. We produce a daily COVID-19 Funding Sources Update report with any changes to milestones. Our project manager maintains a project schedule with these milestones organized by funding source/program. To facilitate the successful deployment of our approach, our team can employ the **process automation and data analytics tools and methods**

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Areas of focus include working with new platforms that provide true orchestration of systems and processes automating routine tasks, optimizing employee efforts, and reducing errors. Our team will assist the County in meeting its data collection, analysis, and reporting requirements which include:

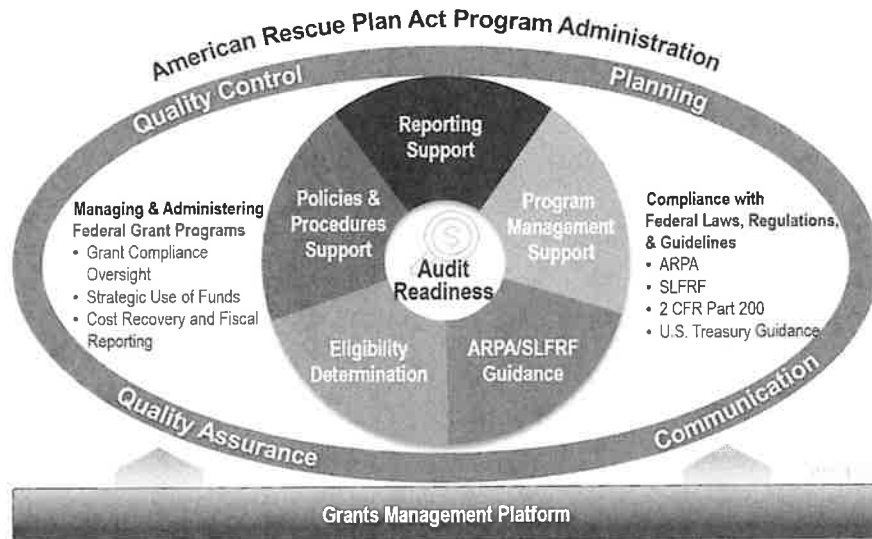
- **Invoice Processing** – Created invoice matching processes in various systems to reduce manual efforts in Accounts Payable, speeding up the invoice process and creating time for resources to act on more strategic projects. Leveraged both RPA and OCR.
- **Inventory Price Testing** – Streamlined the Inventory Price Testing process to enable teams to spend less time on manual data manipulation and more time analyzing results.
- **Tableau Dashboard for Financial Data** – Combined spending and budget data from multiple sources, which require regular cleansing and refreshes. Developed a web browser automation tool in Python that automates the collection of financial data, performs web-scraping in support of reconciliation, and collects additional data; reducing reconciliation from 2 hours to 15 minutes.
- **Optical Character Recognition (OCR)** - convert written or typed documents into data
- **Robotic Process Automation** – replicate the actions of a human interacting with a screen to automate repetitive, back-office processes
- 

***j. Assist the County with reporting requirements and disclosures such as, but not limited to, Quarterly Project and Expenditure Reporting, Annual Recovery Plan Performance Report, and Single Audit.***

The County is seeking assistance with navigating and complying with the evolving and complex regulatory and programmatic guidance frameworks developed for the various funds created by ARPA, specifically the SLFRF. The Grant Thornton Team's approach to providing support to Nassau County in the development and submission of reports required by the SLFRF including the Project and Expenditure and Recovery Plan Performance reports, is to leverage our team's collective knowledge, skills, and abilities to build upon Nassau County's tools and systems for data collection to create a standardized, repeatable process for efficient data sharing and report development. To facilitate the successful deployment of our approach, our team will employ the process automation and data analytics tools and methods which include tableau dashboard for financial data, robotic process automation versus manual entries. Our team will coordinate closely with Nassau County stakeholders, and associated staff, to select, customize, and scale our solutions and tools to best integrate with Cleveland County's financial systems to efficiently extract, analyze, and synthesize the data and information needed to assist Cleveland County in completing reports.

For example, we have assisted clients throughout the country complete and submit required reports to many federal funding agencies, including the completion of over 200 quarterly reports on behalf of the subrecipients of the state of Florida's administration of over \$200 million of federal pass-through grants from FEMA's Public Assistance Program. Our team employs proprietary checklists and validation tools, to review and validate the efficacy of subrecipient procurement documents, and to support compliance with applicable Uniform Guidance requirements efficiently and comprehensively. Where deficiencies are identified, the team immediately developed and implemented a corrective action plan to bring the subrecipient's support documents into compliance.

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***k. Attend and/or present to Council, standing committees, and/or community engagement meetings, as needed.***

Grant Thornton will provide and present financial reports and analysis on the County's spending and use of ARPA funding to various Committees and County Administration. The Grant Thornton team is comprised of former state and local government financial managers and will excel at meeting with elected and appointed officials of the County. We regularly meet with the county Audit and Compliance Task Force Committee and envision meeting with your Blue-Ribbon Committee in the same way. During these meetings, we provide full and open transparency through our status reports on subrecipient monitoring.

In addition, we host two conference calls on a weekly basis:

- County's Chief Financial Officer (CFO) call to provide updates on the status of each engagement task, identify issues and propose solutions; and,
- County's Internal Auditor call to track the resolution of internal audit findings and questions.

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#### **4.0 Tab 4: Team Firm, Experience and Certifications**

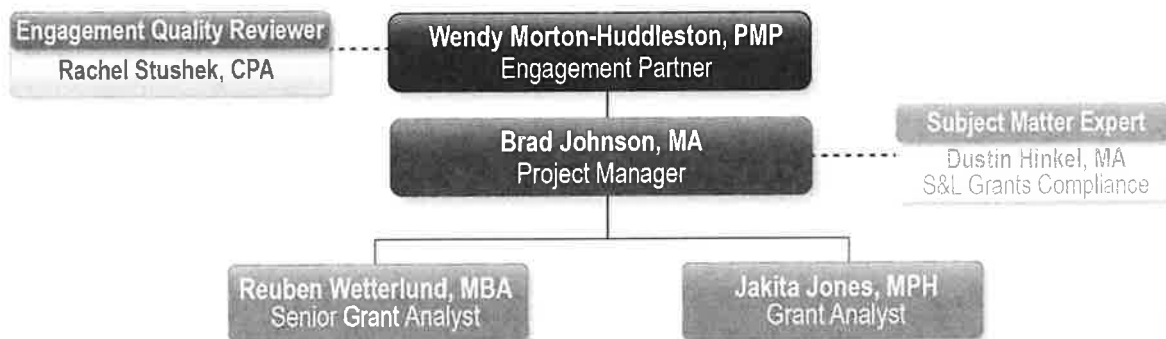


#### 4.1 Proposed staffing

***This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Respondent shall provide information as to the Proposals and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.***

Grant Thornton has identified key personnel for the task areas outlined in the RFP. The resumes of all key professional staff identified to support Nassau County detailing their educational background and relevant experience, are supplied below. Key personnel include the Engagement Partner, Project Manager, Seasoned Grants Management Analysts and our Subject Matter Expert which will be engaged in many, if not all, of the task orders. Also included below is **Figure 7** showing Grant Thornton's organizational chart demonstrating how our team is organized to meet the County's needs.

**Figure 7. PROPOSED NASSAU COUNTY PROJECT TEAM ORGANIZATIONAL CHART**



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## Wendy Morton-Huddleston, MBA, PMP, CGFM

### Ms. Morton-Huddleston's Outstanding Qualifications for Engagement Partner

Wendy Morton-Huddleston is a Risk Advisory Services Leader and Principal in Grant Thornton's Public Sector practice. She has over twenty years of experience in project management, enterprise risk management, financial management, business process optimization, grants management, internal controls and strategic planning. Wendy currently serves as a senior advisor for several accounts to assess quality service delivery, methodology effectiveness and client satisfaction.

### Relevant Experience

**Marin County, CA Disaster Cost Recovery Services** – Advise the client on disaster recovery and mitigation efforts in compliance with applicable local, state, and federal laws, regulations and FEMA requirements. Provide recommendations that impact grant eligibility, funding sources and expenditures.

**Grant Thornton LLP, Florida Division of Emergency Management** – Leading a team of 40+ practitioners to address grants management requirements for hurricane relief of Irma & Michael across eight counties of subrecipients (education, law enforcement, healthcare) to execute compliance reviews on behalf of the state for reimbursement from FEMA - \$70M processed as of April 2020. Innovation includes the use of Robotics Process Automation and Tableau visualization to achieve efficiencies.

**Grant Thornton LLP, Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security (CISA)** – Leading Provide advisory services in data analytics, audit remediation, and internal controls. Created efficiencies and effective controls within IT access, property management, and payment management workflows.

**Grant Thornton LLP, Department of Homeland Security (DHS) Secret Service** – Provide advisory services in pre-audit readiness, post audit corrective actions and internal controls maturity.

**Grant Thornton LLP, United States House of Representatives** – Provide engagement oversight and technical acumen to guide the internal control team to perform remediation of open Inspector General (IG) audit findings, Office of Management and Budget (OMB) Circular A-123 requirements, testing and implementation of ERM. Business process areas include accounts payable, acquisition management, budget, and financial reporting. Provide strategic insights to the business transformation office.

### Work History

**Grant Thornton LLP**, August 2003 - present

- Principal, August 2010 - present
- Director, August 2006 - July 2010
- Senior Manager, August 2004 - July 2006
- Manager, August 2003 - July 2004

**BearingPoint (formerly KPMG Consulting)**, Senior Consultant, July 2001 - August 2003

### Education and Certifications

Executive Leadership Certificate, Cornell University

M.B.A., Management, University of Maryland

M.S., Finance, University of Maryland

B.S., Finance/Minor: Business Administration, Norfolk State University

Project Management Professional

Certified Government Financial Manager

## Rachel Stushek, CPA

### Ms. Stushek's Outstanding Qualifications for Engagement Quality Reviewer

Ms. Stushek has over 17 years of experience providing auditing support to non-profit organizations. Ms. Stushek has approximately 4 years of experience working with Federal entities. She has experience serving under audits that were performed under Government Accountability Office (GAO) "Yellow Book" auditing standards, American Institute of Public Accountants (AICPA) auditing standards, and OMB Circular A-133/uniform guidance. Rachel leads audit and assurance engagements providing quality assurance role, risk management and serves as a consultative resource for technical questions and issues for various audits, performance audits, and examinations.

### Relevant Experience

**Office of Personnel Management (OPM), Defense Finance and Accounting Services (DFAS), Defense Contract Management Agency (DCMA), Social Security Administration (SSA); Federal Communications Commission (FCC), Air Force Working Capital Fund (AFWCF), Washington Headquarters Services (WHS); U.S. Special Operations Command (USSOCOM), Office of Navajo and Hopi Indian Relocation (ONHIR)** – Ms. Stushek has served each of these audit and assurance clients in her role as Professional Practice Director of Grant Thornton's Public Sector audit practice. In this quality assurance role, she assists in managing risk and serves as a consultative resource for technical questions and issues for various audits, performance audits, and examinations.

**Salvation Army Central Territory** – Ms. Stushek served this church denomination and social services agency throughout all of her years at Grant Thornton. At various times, she managed the financial statement and single audits of individual operating units in Indianapolis, Kansas City, St. Louis, Chicago, Grand Rapids, the Twin Cities and Omaha. For the last three years, she also directed overall coordination of all ten operating unit audits, and also managed and reviewed the high-risk areas of the consolidated audit of the Salvation Army Central Territory. The operating unit audits were performed under GAO "Yellow Book" auditing standards as well as AICPA auditing standards, and the consolidated audit was performed under AICPA auditing standards.

### Work History

#### Grant Thornton, July 2009 - present

- Managing Director, August 2019 - present
- Director, August 2014 - July 2019
- Manager, August 2010 - July 2014
- Senior Associate, July 2009 - July 2010

#### Deloitte & Touche LLP, July 2003 - June 2009

- Senior Associate, August 2006 - June 2009
- Associate, July 2003 - July 2006

### Education and Certifications

Bachelor of Science, Accounting, Grove City College  
Certified Public Accountant, Virginia and Illinois

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## Dustin M. Hinkel, MA

### Dustin's Outstanding Qualifications for Subject Matter Expert

- Mr. Hinkel's experience in local government includes service in the roles of County Administrator, Emergency Management Director, Assistant County Administrator, and Purchasing Director in Taylor County, Florida
- COVID-19 Relief funding experience includes:
  - Project Manager - Town of Elsmere, DE, State and Local Fiscal Recovery Fund (\$5M)
  - Project Manager – New Castle County, DE, Coronavirus Relief Fund (\$322M)
  - Project Manager – Berkshire Health Systems, MA, FEMA Public Assistance (\$9M)
  - Subject Matter Expert – Multiple Healthcare Systems – Provider Relief Fund (\$640M)
- Mr. Hinkel is a Subject Matter Expert in the interpretation and application of the uniform administrative guidance for federal awards

**Mr. Hinkel meets or exceeds all requirements for Subject Matter Expert as stated in the SOW.**

### Relevant Experience

**COVID-19 – Town of Elsmere, DE State and Local Fiscal Recovery Fund Management** - Dustin serves as Project Manager leading engagement staff to assist the Town of Elsmere, DE manage, disburse, and document its payment from the US Treasury's State and Local Fiscal Recovery Fund. Mr. Hinkel performs research into the underlying legislation and guidance to produce eligibility determinations and justification documents on behalf of the Town. He also provides management consulting services to the Town and advises on support documentation and systems to maintain compliance with uniform administrative guidance for federal awards.

**COVID-19 – New Castle County, DE Coronavirus Relief Fund Grant Management** - Dustin serves as Project Manager leading engagement staff to assist New Castle County, DE manage, disburse, and document its allocation of \$322,000,000 from the US Treasury's Coronavirus Relief Fund. He manages a team of 9 testers reviewing over 336 applications received by NCC from Subrecipients. Dustin developed and implemented the tools and policies that the testers use to evaluate Subrecipient applications and supporting documentation for compliance with federal, state, and local policies and guidance. Dustin reviews internal applicable policies and procedures as well as newly created community grant programs and advises on compliance risk based on his research of the US Treasury's latest programmatic guidance and his experience managing federal and state disaster response and recovery grant programs. He continuously monitors the US Treasury for updates and clarifications to its reporting and programmatic guidance and develops position papers to inform the engagement team and the client of the impact of any observed changes. Dustin also assists NCC in the identification of costs eligible for the FEMA Public Assistance Program and leads the formulation and submission of project applications.

**COVID-19 – CARES Act and FEMA Public Assistance Implementation** - Dustin serves as a Subject Matter Expert and the day-to-day engagement manager directly coordinating with and serving six hospital systems located throughout the United States, St. Joseph's Regional Medical Center in New Jersey, Berkshire Health System in Massachusetts, Doylestown Hospital in Pennsylvania, BayHealth in Delaware, Calvary Hospital in New York, Rutgers Behavioral Health System in New Jersey, and Grand View Hospital in Pennsylvania. He also serves as an as-needed grants management Subject Matter Expert for service lines throughout the firm regarding state and federal grant programs created in response to COVID-19. He leverages his grant management experience to review clients' cost documentation practices and develop and implement solutions to bring those practices into compliance to receive funding from the Departments of Health and Human Services, Homeland Security, Commerce, and other federal and state funding agencies. He monitors and researches several funding opportunities, including DHHS's Provider Relief Fund, FEMA's Public Assistance Program, Treasury's Coronavirus Relief Fund, and FCC's Telehealth Program, and develops, implements, and manages funding strategies tailored to the needs of each client to maximize funding opportunities and returns on COVID-19 related costs and minimize risk for duplication of benefits. To date, Dustin has assisted his clients in the application, receipt, and allocation of over \$200 million in funds received for the reimbursement of COVID-19 related costs.

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In his engagement with Berkshire Health Systems, Dustin has led the formulation and submission of six applications to FEMA's Public Assistance Grant Program seeking reimbursement of over \$8.5 million in emergency protective measures costs related to COVID. Dustin researched and developed cost justification narratives, summarized costs, compiled supporting documentation, and serves as a point of contact for BHS for questions regarding the applications.

**Florida Division of Emergency Management Region 4 Public Assistance Grants Management** - Mr. Hinkel serves as a Team Lead within the FDEM Irma Public Assistance Program management engagement supervising a team of 8 grant management specialists and is responsible for the validation and management of over 85 disaster recovery projects totaling over \$100 million in state and federal grant funding. The team, under Dustin's supervision and management, analyzes and validates 100% of Subrecipient supporting documentation for compliance with state and federal policy requirements. Dustin has innovated and implemented several process improvements and workflows to standardize procedures resulting in superior quality and maximum efficiency. Mr. Hinkel is often consulted by Team leadership, FDEM, and the over 1,200 subrecipients served by the Team as a Subject Matter Expert in the areas of grant management, 2 CFR 200 compliance, and state and local government fiscal accountability processes. As the Team Lead, Mr. Hinkel is responsible for the quality and delivery of all deliverables, communication with Subrecipients, and the performance of disaster recovery project site inspections.

**Taylor County, Florida Board of County Commissioners** - Mr. Hinkel served the residents of Taylor County, Florida in multiple roles including as County Administrator and Emergency Management Director. As the County Administrator, Mr. Hinkel was responsible for all planning and operations of the county including providing overall supervision and leadership in the provision of critical public services to the residents and visitors of Taylor County, Florida. He reported to and coordinated with the elected board of County Commissioners to develop, implement, and monitor official policies, directives, and ordinances. Mr. Hinkel was responsible for negotiating, on behalf of the Board, all contracts and agreements with local constitutional officers, hospital executives, and state and federal agencies. He was responsible for developing for approval and implementation the county's annual operating and capital budget. As Emergency Management Director, Mr. Hinkel led the County's Emergency Response Team in its response and recovery from Hurricane Hermine, Tropical Storms Andrea and Debby, Deepwater Horizon, and several local non-federally declared emergencies. During these emergencies he built and oversaw the County's incident command system, including public information operations and state and federal agency coordination. During non-emergencies, he was responsible managing the day-to-day operations of the department including state and federal grants management and maintaining the county's all-hazards planning, training, and exercise program.

### Work History

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- Grant Thornton Public Sector LLC, August 2018 - present
- Disasters, Strategies, and Ideas Group, LLC, January 2017 – July 2018
- Taylor County Board of County Commissioners, December 2009 – December 2016

### Education and Certifications

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M.A., Natural and Technological Hazards Geography, University of South Florida  
B.S.SCL, Environmental Science and Policy, University of South Florida

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## L. Bradford Johnson, MA

### Mr. Johnson's Outstanding Qualifications for Project Manager

L. Bradford Johnson is a Risk Advisory Services Manager in Grant Thornton's Public Sector practice. He has over 10 years of experience in Government Administration, Public Affairs, Community Relations & Communications. Brad has expert knowledge in procurement, contract oversight activities, FEMA PA reimbursement and closeout activities.

**Mr. Johnson meets or exceeds all requirements for Project Manager as stated in the SOW.**

### Relevant Experience

**New Castle County, DE Coronavirus Relief Fund Grants Management** – Mr. Johnson served multiple workstream leads for several programs at New Castle County. Produced workpapers, and lead sheet testing documentation for program compliance with universal guidance and CRF regulation. He tested eligibility and compliance of expenses claimed under federal funding streams. Mr. Johnson reviewed the determination of allowable costs and aggregating materials for reimbursement. He provided direct communication with the County point of contact to resolve any requests for information, justification, and audit findings within the scope of review.

**Town of Havana, Florida Government Administration** – Mr. Johnson served as the City Manager overseeing the daily operation of the Town government and served at the pleasure of a seven-member Town Council. He was responsible for conducting all procurement and contract oversight activities for the Town. He oversaw a \$10 million budget and managed a team of 36 employees. He managed the operation of a municipal electric and gas utility, water and sewer department, police and fire department, finance department, and office of the Town Clerk. Mr. Johnson oversaw the construction of a new \$6 million wastewater treatment facility. He managed the construction and \$200,000 expansion of the Town community center. He was responsible for retrieving over \$250,000 in Hurricane Michael FEMA reimbursement dollars. He oversaw a \$350,000 repaving project with the Florida Department of Transportation, Municipal Small County Outreach Program. He generated the annual budget, and oversaw compliance with the Florida Department of Revenue, Truth in Millage Act. He applied for and managed various forms of state funding that ranged from Community Development Block Grant (CDBG), Hazard Mitigation Grant Program, and Clean Water State Revolving Fund.

**Thomas Howell Ferguson P.A., CPAs, Florida Division of Emergency Management (FDEM)** – Mr. Johnson served as a Senior Associate responsible for Quality Assurance Quality Control (QAQC) reviews and Request for Reimbursement (RFR) compliance testing for eligibility with regulations 2 CFR 200 and PAPPG to assist applicants with the reimbursement process for the disaster recovery and grants management engagement. He led a team of consultants that performed audits and analysis of financial documentation and completed applications and grant closeouts for clients. He served as the main point of contact for subrecipient local government entities within the state of Florida.

**Gadsden County, Florida Board of County Commissioners** – Mr. Johnson served as the Deputy County Administrator and assisted the Office of the County Administrator in overseeing daily government operations. He managed the departments of Agriculture Extension, Animal Control, Budget, Building Inspection, Code Enforcement, Emergency Medical Services, Facilities, Housing, Human Resources, Library Services, Neighborhood Services, Parks & Recreation, Planning, Probation, Procurement, Public Works, Tourist Development, and Veteran Services. He managed an operating budget of \$45 million dollars and a staff of 200 employees. Managed the County's capital improvement budget process. Provided direct oversight of the County's procurement of goods and services. Mr. Johnson managed and reported on various grants with state agencies and coordinated vendor activity to ensure implementation. Generated and monitored contracts to ensure vendor compliance. He managed the County's general liability insurance policies, and managed risk management matters. Conducted employment interviews and coordinated with the process of hiring necessary staff. Mr. Johnson provided policy analysis and recommendations to the County Administrator and the Board. He updated human resource policies, conducted wage reviews, and assisted with human resource management training. Mr. Johnson generated memorandums, agenda items, form letters and various administrative correspondence. He served as the government's Interim Public Information Officer and Interim Tourist Development Marketing Manager.

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He updated the County's website and generated graphic design artwork on an as-needed basis. He created an internal process to track and streamline the approval of Board related topics for general business meetings and workshops. Mr. Johnson worked closely with the County's government affairs representative and the Florida Association of Counties and National Association of Counties on legislative matters.

#### **Work History**

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- Grant Thornton, Manager, October 2021 - present
- Town of Havana, Town Manager, December 2019 - October 2021
- Thomas Howell Ferguson, P.A., CPAs, Consultant Team Lead, December 2018 – December 2019
- Gadsden County Board of County Commissioners, Assistant County Administrator, March 2017 – August 2018

#### **Education and Certifications**

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M.A., Management, American Military University

B.S., Agribusiness, Florida A&M University

FEMA Emergency Management Institute Certifications

## Reuben Wetterlund, MBA

### Mr. Wetterlund's Outstanding Qualifications for the Senior Grant Analyst

- Mr. Wetterlund is currently leading the day-to-day operations of four FEMA PA projects where he leads a small team of three associates.
  - Senior Grants Management Specialist – Doylestown Healthcare, PA
  - Senior Grants Management Specialist – New Castle County, DE
  - Senior Grants Management Specialist – Berkshire Health Systems, MA
  - Senior Grants Management Specialist – Calvary Hospital, NY
- Mr. Wetterlund has provided exceptional client services by leading subrecipients through the Public Assistance process and worked to confirm that all reimbursement requests were accurate and in compliance with federal regulations.

**Mr. Wetterlund meets or exceeds all requirements for Senior Grant Analyst as stated in the SOW.**

### Relevant Experience

**Doylestown Healthcare, PA,** – Mr. Wetterlund works with the client to develop project work from their COVID-19 related expenses and leads two associates to aid the efficiency of the project development. He reviews the projects for completeness to captures the whole picture of the claim then aids the client in submitting the claim to FEMA for reimbursement through the Grants Portal. Mr. Wetterlund also monitors the submitted project through the review steps, participate in meeting with FEMA and Doylestown leadership for project updates.

**New Castle County, DE,** – Mr. Wetterlund Leads a small team to work with New Castle County leadership to aid in determining the eligibility of their expenses and monitoring submitted work. He corresponds with FEMA's PDMG and the leadership of New Castle County to ensure projects are processing through the grant review system and uploading projects to Grants Portal.

**Berkshire Health Systems, MA,** – Mr. Wetterlund works with the client to develop project work from their COVID-19 related expenses. He reviews the projects for completeness to captures the whole picture of the claim then aids the client in submitting the claim to FEMA for reimbursement through the Grants Portal. Mr. Wetterlund also monitors the submitted project through the review steps, participate in meeting with FEMA and Doylestown leadership for project updates.

**Calvary Hospital, NY,** – Mr. Wetterlund works with the client to develop FEMA eligible project work from their COVID-19 related expenses. He reviews the projects for completeness then aids in the project's submission to FEMA for reimbursement through the Grants Portal. He monitors the submitted projects through the review steps, participate in meeting with FEMA and Calvary leadership for project updates. Mr. Wetterlund works with Calvary on Provider Relief Funds to aid the hospital in COVID-19 recovery of lost revenues and related expenses. He works through their general ledger to review expenses categorized as a COVID-19 expense to extract them and add to Calvary's PRF reporting tool. Mr. Wetterlund helped in the expansion of the reporting tool that determines how Calvary's lost revenues will be calculated and how related expense are categorized for PRF reporting purposes. He also conducts regular meetings with Calvary to review his work and provide a status, conduct a question-and-answer session and any ad hoc follow up.

**Rutgers Medical School, NJ,** - Mr. Wetterlund works with the Rutgers team on Provider Relief Funds to aid the medical school in COVID-19 recovery of lost revenues and related expenses. He works through their general ledger to review expenses categorized as a COVID-19 expense to extract them and add to Rutgers' PRF reporting tool. Mr. Wetterlund helps in the expansion of the reporting tool that determines how Rutgers' lost revenues will be calculated and how related expense are categorized for PRF reporting purposes. He also conducts regular meetings with the Rutgers team to review his work and provide a status, conduct a question-and-answer session and any ad hoc follow up.

**Pension Benefit Guaranty Corporation (PBGC),** – Mr. Wetterlund worked on a project document review team as their data analyst reviewing data provided from PBGC actuarials to determine the correct participant counts and ensure data clarity. He used the data to build samples for the auditors to review consistence of the data files and input participants from within the data into the PBGC systems to build a



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complete data set for PBGC to pay participants and beneficiaries their benefits from past pension programs. Mr. Wetterlund conducted these tasks on four separate projects for PBGC and most recently aided in reviewing data sets for audit.

**AHRC COVID-19/CARES Act**, – Mr. Wetterlund served as a subject matter expert and provided support and guidance regarding the CARES Act and FEMA grants management. He worked with AHRC to answer any questions about FEMA policies, the Code of Federal Regulations, and successfully assisted them with their COVID-19 reimbursement request.

**Florida Division of Emergency Management (FDEM)** – Mr. Wetterlund conducted quality assurance and quality controls (QAQC) for clients. He performed RFR testing for large and small client requests. He also conducted project closeouts for clients to help them receive their funds in a timely manner. He led a team of eight associates in the QAQC process, review team's RFR testing and advise team on their large project closeouts. Mr. Wetterlund has managed his team's workflow as well as establish standard operating procedures to encompass best practices. Mr. Wetterlund also helps with workflow optimization where it is needed as well as help refine processes and procedures. Mr. Wetterlund has ten FEMA Emergency Management Institute Certificates with two on pandemics and influenza.

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#### Work History

- Grant Thornton LLP, Senior Associate, September 2018 to present
- Assurant, Financial Analyst, April 2016 to September 2018
- Dimmitt Automotive Group, Staff Accountant, April 2010 to May 2016

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#### Education and Certifications

- M.B.A., Accounting, Everglades University, 2019
- B.S., Accounting, University of Tampa, 2016

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## Jakita Jones

### Ms. Jones' Outstanding Qualifications for the Grant Analyst

Ms. Jones brings 18+ years of experience in contracts, grants administration and management, monitoring and 2CFR Part 200 compliance for federal grants for the Florida Department of Education and the Florida Division of Emergency Management. In her current role, Ms. Jones provides technical assistance to the client in 2CFR Part 200, including for the American Rescue Plan Act funds as a member of the quality assurance team.

**Ms. Jones meets or exceeds all requirements for Grant Analyst as stated in the SOW.**

### Relevant Experience

**Grant Thornton, Bureau of Fiscal Service, Internal Control, Branch Business Process Improvement** – Ms. Jones provides support for Assessable Unit review through participation in walkthrough discussion, documentation of business processes and control activities. Offers subject matter knowledge for Financial, Information and Security Services Assessable Units and control activities. Develops work products and project deliverables including Process Maps, Risk Control Matrices and Process Narratives.

**Grant Thornton, CMS Medicaid** – Ms. Jones provided support to the MITRE Centers for Medicare and Medicaid Services, Office of the Center Director, Financial Management Review by attending and transcribing all client meetings in preparation or analysis of Medicare and Medicaid claims for the state of California.

**Grant Thornton, AmeriHealth** – Ms. Jones reviewed a sample of six manufacturers, which collectively accounted for 20 percent of the rebates received by ACHP in Benefit Year (BY) 2018. Reviewed the plan bid including rebates submitted to the Centers for Medicare & Medicaid Services (CMS) (which MS used to calculate beneficiary premiums for the plan). Reviewed and analyzed samples of Prescription Drug Event (PDE) data to validate the gross drug cost and the accuracy of calculated rebates. Reviewed the allocation of rebates passed on to beneficiaries and the Government as well as reviewed the rebate report(s) submitted to CMS. Compared and reconciled that payments were made in accordance with the Medicare Part D Rebate Review for the in-scope plans utilizing data from BY 2018. Reviewed the applicable sample documentation including manufacturer contracts, manufacturer invoices, payments to ACHP and required CMS reports.

**Grant Thornton, Defense Nuclear Facilities Safety Board** – Ms. Jones had overall responsibility to plan for and conduct interviews with the client stakeholders to understand current business processes. Responsibilities included identifying control activities within a business process and writing the relevant control objective, activity, and risk statements. Overall responsibility for testing sample selection. Responsibilities included internal controls testing and documenting testing results for the preliminary exit interview with the business process owners. Overall responsibility for documenting the client's processes in a written format.

**Grant Thornton, Florida Division of Emergency Management** – Ms. Jones provided Subrecipient support and monitoring for compliance for the Federal Emergency Management Agency (FEMA) Public Assistance grants. Prepared and routed payment packages for approval by FDEM staff. Prepared and advanced approved payment packages to FDEM finance for payment. Worked with Subrecipients remotely on small and large project closeout. Overall responsibility for compiling and routing the small project closeout completion form and supporting documentation to FDEM staff for approval. Prepared the final inspection report for Subrecipient approval as a part of the large project closeout process.

**Florida Department of Education, Educational Program Director** – Ms. Jones provided leadership, supervision, and administration of a subsection in the Dispute Resolution and Monitoring Section that consisted of two areas of primary focus that included: monitoring for compliance and on-site monitoring; and investigating formal state complaints. Responsibilities included communicating with, motivating, providing, or coordinating training and directing the work of five subordinates. Ensured that formal state complaint reports were timely, thorough, accurate, and formatted to the established standards of the Bureau. Assisted direct reports in the review of district information and development of reports related to monitoring for compliance and on-site monitoring.

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**Florida Department of Education, Program Specialist IV** – Ms. Jones provided dispute resolution compliance-level leadership with planning and implementation of monitoring onsite visits in school districts, correctional facilities, and juvenile facilities. Overall responsibility for the review of federal and state laws to ensure compliance with policies and regulatory procedures being implemented within the school districts. Spearheaded compliance with regulations and controls through the examination and analysis of records, reports, operating practices, and documentation.

**Tallahassee Community College, Monitoring Specialist** – Ms. Jones provided monitoring and audit resolutions; established suitable indicators of non-compliance and determined strategies to reverse adverse findings and implemented corrective actions within strict time frames. Ensured monitoring responsibility is adhered to regarding legal regulations, industry standards and organizational policies. Collaborated with (RTT) Race to the Top leaders to analyze financial data, grant issues and district quarterly financial expenditure reports. Conducted budgetary reviews extensively for 69 local educational agencies, contracts, and grants to private and public schools.

**Florida Department of Education, Compliance Specialist** – Ms. Jones oversaw quality assurance for career and adult education grant programs. Conducted fiscal reviews, directed onsite visits and desktop monitoring to ensure compliance. Subject matter expert on complex regulatory and legal procedures concerning career and adult education. Executed the Career and Technical Education State Plan, evaluated programs, services and activities pursuant to the 2006 Carl D. Perkins Act. Increased improvements by developing new policies and strategies in the areas of work force development, school improvement, educational accountability, family literacy and career and adult education.

**Florida Department of Education, Grant Manager** – Ms. Jones had the overall responsibility for the assessment and administration of 65 Adult Education and Carl D. Perkins Career and Technical Education grants totaling \$5.6M for 14 counties and 3 colleges. Provided administrative oversight for career and adult education grant programs pre- and post-award. Evaluated budget allocations and contracts to certify accuracy; and made recommendations for approval, which facilitated pre-award grant applications and post-award amendment evaluations. Delivered technical assistance to grant recipients regarding the implementation of the Adult Education State Plan to ensure that adult education services were compliant with state and federal guidelines.

**Florida Department of Education, Operations and Management Consultant II** – Ms. Jones negotiated and developed lease contracts for Vocational Rehabilitation (VR); provided technical assistance and support to VR lease contractors throughout the lease contractual approval process. Maintained active engagement in the development and execution of policies and rules pertaining to the procurement of VR leased space. Collaborated with VR onsite representatives in the resolution of disputes or issues regarding leased space; and recommended cost-savings initiatives.

**Florida Division of Emergency Management, Grant Manager** – Ms. Jones supervised several of FEMA's pre- and post-award federal grant projects for the Hazard Mitigation Grant Program. Evaluated disaster assistance applications submitted by eligible counties for mitigation projects funded by FEMA. Organized the project scope of work for the contractual agreement between the State of Florida and the sub-grantee and recipient. Reviewed and verified the sub-grantee scope of work to ensure the deliverables were completed according to the contractual agreement terms, including financial reporting, invoicing, and sub-grantee contracts with third party vendors.

**Florida Division of Emergency Management, Planner II** – Ms. Jones managed all fiscal year project closeout activities and completed project closeout for three federally funded disasters for the Hazard Mitigation Grant Program. Provided technical assistance of policies and procedures related to hazard mitigation to state and local agencies post-award. Collaborated with FEMA Region IV staff on the transmittal of obligation and de-obligation reports. Overall responsibility for the preparation and management of an Excel worksheet for tracking the obligation and de-obligation of federal funds utilizing historical disaster information.

## Work History

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- Grant Thornton Public Sector LLC, Associate, January 2021 – present
- Grant Thornton LLP, Associate, December 2019 – December 2020
- Florida Department of Education, Educational Program Director, July 2018 – December 2019
- Florida Department of Education, Program Specialist IV, June 2015 – July 2018

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- Tallahassee Community College, Monitoring Specialist, August 2014 – June 2015
- Florida Department of Education, Compliance Specialist, December 2013 – August 2014
- Florida Department of Education, Grant Manager, November 2011 – December 2013
- Florida Department of Education, Operations and Management Consultant II, July 2003 – November 2011
- Florida Division of Emergency Management, Grant Manager, April 2002 – July 2003
- Florida Division of Emergency Management, Planner II, March 2001 – April 2002
- Florida Senate, Legislative Assistant I, 2000 – 2001
- Florida House of Representatives, Legislative Assistant I, 2000
- Legal Environmental Assistance Foundation, Community Health Advocate, 1999 – 2000
- Florida League of Cities, Executive Assistant, 1997

#### **Education and Certifications**

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BA, International Affairs and Political Science; Florida State University

MPH, Environmental and Occupational Health; Florida Agricultural and Mechanical University

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***Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details. Include a fee schedule/hourly rate for each position that will be assigned to the resulting contract with Nassau County.***

Grant Thornton's estimated cost is based on our understanding of the project scope and its' specific focus on American Rescue Plan Program Administration as detailed in the Nassau County scope of services. Our projected cost is based on a five (5) year project/contract duration.

We are pleased to present an estimated total cost of \$775,825.00 for the 5-year period of performance.

A breakdown of fees per year is shown below.

**Base Year 1**

Staffing Position	Proposed Staff	Rate	Cost
Engagement Partner	Wendy Morton-Huddleston	\$305.00	\$22,875.00
Project Manager	Brad Johnson	\$170.00	\$29,750.00
Subject Matter Expert	Dustin Hinkel	\$130.00	\$65,000.00
Senior Grants Management Analyst	Reuben Wetterlund	\$105.00	\$31,500.00
Grants Management Analyst	Jakita Jones	\$255.00	\$25,500.00
<b>Total</b>			<b>\$174,625.00</b>

**Option Year 1**

Staffing Position	Proposed Staff	Rate	Cost
Engagement Partner	Wendy Morton-Huddleston	\$305.00	\$18,300.00
Project Manager	Brad Johnson	\$170.00	\$25,500.00
Subject Matter Expert	Dustin Hinkel	\$130.00	\$58,500.00
Senior Grants Management Analyst	Reuben Wetterlund	\$105.00	\$28,875.00
Grants Management Analyst	Jakita Jones	\$255.00	\$19,125.00
<b>Total</b>			<b>\$150,300.00</b>

**Option Year 2**

Staffing Position	Proposed Staff	Rate	Cost
Engagement Partner	Wendy Morton-Huddleston	\$305.00	\$18,300.00
Project Manager	Brad Johnson	\$170.00	\$25,500.00
Subject Matter Expert	Dustin Hinkel	\$130.00	\$58,500.00
Senior Grants Management Analyst	Reuben Wetterlund	\$105.00	\$28,875.00
Grants Management Analyst	Jakita Jones	\$255.00	\$19,125.00
<b>Total</b>			<b>\$150,300.00</b>

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Staffing Position	Proposed Staff	Rate	Cost
Engagement Partner	Wendy Morton-Huddleston	\$305.00	\$18,300.00
Project Manager	Brad Johnson	\$170.00	\$25,500.00
Subject Matter Expert	Dustin Hinkel	\$130.00	\$58,500.00
Senior Grants Management Analyst	Reuben Wetterlund	\$105.00	\$28,875.00
Grants Management Analyst	Jakita Jones	\$255.00	\$19,125.00
<b>Total</b>			<b>\$150,300.00</b>

**Option Year 4**

Staffing Position	Proposed Staff	Rate	Cost
Engagement Partner	Wendy Morton-Huddleston	\$305.00	\$18,300.00
Project Manager	Brad Johnson	\$170.00	\$25,500.00
Subject Matter Expert	Dustin Hinkel	\$130.00	\$58,500.00
Senior Grants Management Analyst	Reuben Wetterlund	\$105.00	\$28,875.00
Grants Management Analyst	Jakita Jones	\$255.00	\$19,125.00
<b>Total</b>			<b>\$150,300.00</b>

**Hourly Rates**

We are proposing a fixed fully loaded hourly rate structure for the entirety of the contract. This affords the most flexibility to Nassau County given the uncertainty surrounding level of support needs and as additional service requirements are defined.

Grant Thornton will hold the below proposed hourly rates throughout the term of the contract, including added services exercised by Nassau County.

Staffing Positions	Hourly Rates
Engagement Partner	\$280.00
Subject Matter Expert	\$235.00
Project Manager	\$155.10
Senior Grants Management Analyst	\$117.50
Grants Management Analyst	\$94.00

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## **6.0 Required Forms**

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## 6.1 Addenda Acknowledgement

NASSAU COUNTY REQUEST FOR PROPOSALS  
NC22-005-RFP – AMERICAN RESCUE PLAN PROGRAM ADMINISTRATION

## ATTACHMENT "C"

## ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.  <b>RFP NO. NC22-005</b>	Addendum # <u>1</u> through # <u>2</u>  Initial: WMH  Date: April 21, 2022
Person Completing RFQu (Signature) 	
Name (Printed): Wendy Morton-Huddleston	Title: Principal

&gt;&gt;&gt;Failure to submit this form may disqualify your response&lt;&lt;&lt;



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## 6.2 Public Entity Crimes

NASSAU COUNTY REQUEST FOR PROPOSALS  
NC22-005-RFP – AMERICAN RESCUE PLAN PROGRAM ADMINISTRATION

## ATTACHMENT "D"

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

## TO BE RETURNED WITH RESPONSE

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Nassau County American Rescue Plan Program Administration
2. This sworn statement is submitted by Grant Thornton Public Sector LLC (entity submitting sworn statement), whose business address is 1000 Wilson Boulevard, Suite 1400 Arlington, VA 22209 and its Federal Employee Identification Number (FEIN) is 83-2700898. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is Wendy Morton-Huddleston (please print name of individual signing), and my relationship to the entity named above is Principal
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

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"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Wendy Morton-Huddleston  
Signature

4-6-22

Date

State of: Maryland  
County of: Prince Georges

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 6 day of April, 2022 by Wendy Morton-Huddleston who is ☐ personally known to me or ☒ produced Driver license as identification.

[Signature]  
Notary Public

My commission expires: 04/02/2023

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## 6.3 Experience of Responder and References

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## ATTACHMENT "E"

## EXPERIENCE OF RESPONDER AND REFERENCES

The following questionnaire shall be answered by the Responder for use in evaluating the response.

1. **FIRM NAME:** Grant Thornton Public Sector LLC  
**Address:** 1000 Wilson Boulevard, Suite 1400  
**City/State/Zip:** Arlington, VA 22209  
**Phone:** (703) 847-7500 **Email:** PubSecStateAndLocalGovtContracts@us.gt.com  
**Name of primary contact responsible for work performance:** Wendy Morton-Huddleston  
**Phone:** (703) 637-2853 **Cell Phone:**  
**Email:** wendy.morton-huddleston@us.gt.com
2. **INSURANCE:**  
**Surety Company:** N/A  
**Agent Company:** Aon Risk Services South, Inc.  
**Agent Contact:** Eric Bill  
**Total Bonding Capacity:** \$ N/A **Value of Work Presently Bonded:** \$ N/A
3. **EXPERIENCE:**  
**Years in business:** Grant Thornton LLP has been in business for 68 years. On January 1, 2020, Grant Thornton LLP reorganized its Public Sector practice into a wholly-owned subsidiary named Grant Thornton Public Sector LLC.  
**Years in business under this name:** Two years  
**Years performing this type of work:** 21 years  
**Value of work now under contract:** Total for all of Grant Thornton: \$382.5M  
**Value of work in place last year:** Total for all of Grant Thornton: \$2.08B  
**Percentage (%) of work usually self-performed:** 80%  
**Name of subvendors you may use:** N/A  
**Has your firm:** Failed to complete a contract: \_\_\_ Yes ☒ No  
 Been involved in bankruptcy or reorganization: \_\_\_ Yes ☒ No  
 Pending judgment claims or suits against firm: \_\_\_ Yes \_\_\_ No Please see attached response.
4. **PERSONNEL**  
**How many employees does your company employ:**

Management	___ Full time	___ Part time
Site/Crew Supervisors	___ Full time	___ Part time
Workers/Laborers	___ Full time	___ Part time
Clerical	___ Full time	___ Part time

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Other ☐ Full time ☐ Part time ☐  
Grant Thornton Public Sector LLC currently employs 943 professionals.

**5. WORK EXPERIENCE:**

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: Florida Division of Emergency Management

Address: 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399

Contact Person: Cassandra McGlenn

Phone: (850) 815-4417

Email: Cassandra.McGlenn@em.myflorida.com

Project Description: Hurricane Irma FEMA Public Assistance Program

Contract \$ Amount: \$13,409,923

Date Completed: December 2017-June 2022

Reference #2:

Company/Agency Name: New Castle County, DE

Address: 87 Reads Way, New Castle, DE

Contact Person: Michael Smith, Esq.

Phone: (302) 394-5170

Email: Michael.Smith@newcastlede.gov

Project Description: COVID-19 Grants Management Service

Contract \$ Amount: \$2,250,000

Date Completed: September 2020-September 2022

Reference #3:

Company/Agency Name: Richland County, SC

Address: 2020 Hampton Street, Columbia, SC 20294

Contact Person: Lori Thomas

Phone: (803) 576-2057

Email: thomas.lori@richlandcountysc.gov

Project Description: SLFRF Advisory Services

Contract \$ Amount: \$100,000

Date Completed: September 2021-December 2022

**REMINDER:**

**THIS FORM IS TO BE INCLUDED WITH RESPONSE. FAILURE TO SUBMIT ALONG WITH RESPONSE MAY BE CAUSE FOR DISQUALIFICATION.**

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## Litigation Response

In the normal course of Grant Thornton LLP's and its wholly-owned subsidiary Grant Thornton Public Sector LLC's business as a national accounting firm and government contractor (collectively "Grant Thornton"), Grant Thornton may be made a party to litigation alleging various common law and statutory violations. While Grant Thornton expects to resolve all pending matters without any material detrimental impact to the firm, like most accounting firms of any size, Grant Thornton does not disclose or discuss its litigation. Litigation is generally disposed of in the normal course of business and under any applicable professional indemnity insurance policy. In the normal course of Grant Thornton's business as a national accounting firm, Grant Thornton and its clients may be contacted by regulatory agencies with respect to either informal inquiries or formal investigations. These agencies typically do not reveal which parties are witnesses, and which are targets. While Grant Thornton expects to resolve all pending matters without any material detrimental impact to the firm, like most accounting firms of any size, Grant Thornton does not disclose or discuss its contact with regulatory entities. Such issues are generally disposed of in the normal course of business.

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## 6.4 Drug Free Workplace

### NASSAU COUNTY REQUEST FOR PROPOSALS NC22-005-RFP – AMERICAN RESCUE PLAN PROGRAM ADMINISTRATION

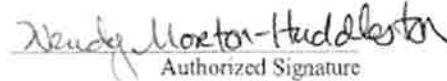
#### ATTACHMENT "F"

#### DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_  
Grant Thornton Public Sector LLC (print or type name of firm):

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

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

  
Authorized Signature

4-6-22

Date Signed

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State of: Maryland  
County of: Prince George's

The preceding was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence  
or ☐ online notarization, this 6 day of April, 2022 by Wendy Morton-Huddleston  
who is ☐ personally known to me or ☒ produced Driver license  
as identification.

Notary Public

My commission expires: 04/02/2023

Grant Thornton Public Sector LLC

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## 6.5 E-Verify Form



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

John Martin  
Aaron C. Bell  
Jeff Gray  
Thomas R. Ford  
Kynt Farmer

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Amelia Island  
Dist. No. 3 Yulee  
Dist. No. 4 Brycesville/Hilliard  
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

TACO E. POPE, AICP  
County Manager

### ATTACHMENT "H"

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

Project Name: American Rescue Plan Program Administration

Bid No./Contract No.: NC22-005-RFP

### DEFINITIONS:

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

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

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

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

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

***An Affirmative Action / Equal Opportunity Employer***

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- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

**CONTRACT TERMINATION:**

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

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## 6.6 Contractor E-Verify Affidavit

**ATTACHMENT "H-1"**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

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

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Grant Thornton Public Sector LLC (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Wendy Morton-Huddleston  
Print Name: Wendy Morton-Huddleston  
Date: 4-6-22

Maryland  
STATE OF ~~FLORIDA~~  
COUNTY OF Prince Georges

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4/6/22 (Date) by Wendy Morton-Huddleston (Name of Officer or Agent, Title of Officer or Agent) of Grant Thornton Public Sector LLC (Name of Contractor Company Acknowledging), a Delaware (State or Place of Incorporation) ~~Corporation~~, on behalf of the ~~Corporation~~. He/She is personally known to me or has produced Drive license as identification.

Brenda Alvarez Carcamo  
Notary Public

Brenda Alvarez Carcamo  
Printed Name

My Commission Expires: 04/02/2023



Grant Thornton Public Sector LLC

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## 6.7 Sub-Contractor E-Verify Affidavit

ATTACHMENT "H-2"  
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that N/A (Subcontractor 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 N/A (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Wendy Morton-Huddleston  
Print Name: Wendy Morton-Huddleston  
Date: 4-6-22

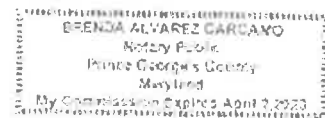
Maryland  
STATE OF ~~FLORIDA~~  
COUNTY OF Prince George's

The foregoing instrument was acknowledged before me by means of ~~a physical presence~~ or ☒ online notarization, this 4/6/22 (Date) by Wendy Morton-Huddleston (Name of Officer or Agent, Title of Officer or Agent) of Grant Thornton LLC (Name of Contractor Company Acknowledging), a Delington, VA (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Driver license as identification.

Brenda Alvarez Carcamo  
Notary Public

Brenda Alvarez Carcamo  
Printed Name

My Commission Expires: 04/02/2023



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**Tax Professional Standards Statement**

This document supports Grant Thornton LLP's marketing of professional services, and is not written tax advice directed at the particular facts and circumstances of any person. If you are interested in the subject of this document we encourage you to contact us or an independent tax advisor to discuss the potential application to your particular situation. Nothing herein shall be construed as imposing a limitation on any person from disclosing the tax treatment or tax structure of any matter addressed herein. To the extent this document may be considered to contain written tax advice, any written advice contained in, forwarded with, or attached to this document is not intended by Grant Thornton to be used, and cannot be used, by any person for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code.



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**Certificate Of Completion**

Envelope Id: 608F3579E38440D38F4AF891B8020F07

Status: Completed

Subject: Please DocuSign: Contract #CM3209 - American Rescue Plan Program Administration: Grant Thornton

Source Envelope:

Document Pages: 160

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 17

Lanaee Gilmore

AutoNav: Enabled

lgilmore@nassaucountyfl.com

Envelope Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Lanaee Gilmore

Location: DocuSign

7/13/2022 11:29:43 AM

lgilmore@nassaucountyfl.com

**Signer Events****Signature****Timestamp**

Marshall Eyerman

Sent: 7/13/2022 12:26:06 PM

MEyerman@nassaucountyfl.com

Viewed: 7/13/2022 4:11:57 PM

Assistant County Manager

Signed: 7/13/2022 4:12:07 PM

Nassau County BOCC

Security Level: Email, Account Authentication  
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Using IP Address: 50.238.237.26**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lanaee Gilmore

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lgilmore@nassaucountyfl.com

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Procurement Director

Signed: 7/13/2022 5:57:45 PM

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
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chris lacambra

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clacambra@nassaucountyfl.com

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OMB Director

Signed: 7/14/2022 8:46:05 AM

Nassau County BOCC

Security Level: Email, Account Authentication  
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Using IP Address: 50.238.237.26**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Daniel Fanger

Sent: 7/14/2022 8:46:09 AM

dfanger@nassaucountyfl.com




Viewed: 7/14/2022 8:49:48 AM

Asst. OMB Director

Signed: 7/14/2022 9:03:38 AM

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
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Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile	Sent: 7/14/2022 9:03:42 AM Viewed: 7/14/2022 9:11:21 AM Signed: 7/14/2022 9:12:03 AM
Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 7/14/2022 9:12:08 AM Viewed: 7/14/2022 9:13:19 AM Signed: 7/14/2022 9:13:26 AM
Wendy Morton-Huddleston@us.gt.com Wendy.Morton-Huddleston@us.gt.com Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 69.251.74.3	Sent: 7/14/2022 9:13:29 AM Viewed: 7/14/2022 9:34:42 AM Signed: 7/14/2022 10:06:59 AM
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In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Procurement Staff BOCCProcurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 7/14/2022 10:07:07 AM

**Carbon Copy Events**

Tracy Poore

tpoore@nassaucountyfl.com

OMB Admin

Nassau County BOCC

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

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**Status****COPIED****Timestamp**

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**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

7/13/2022 12:26:06 PM

Certified Delivered

Security Checked

7/14/2022 9:34:42 AM

Signing Complete

Security Checked

7/14/2022 10:06:59 AM

Completed

Security Checked

7/14/2022 10:07:09 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

#### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.