

**REQUEST FOR PROPOSALS
FOR
PLANNING CONSULTANT & RELATED SERVICES**

RFP 21-1

HIGHWAY 79 CORRIDOR AUTHORITY

**Date of Issue: January 15, 2021
Responses Due By: February 3, 2021
@ 3:00 p.m. EST**

MAIL OR DELIVER RESPONSES TO:

Government Services Group
Attn: Stephanie Garcia
1500 Mahan Dr Ste 250
Tallahassee, FL 32308

Website: www.washingtonfl.com and www.79project.com
Phone Questions: (850) 681-3717
Email Questions: sgarcia@govserv.com

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INTENT, DESCRIPTION OF WORK, AND BACKGROUND

The Highway 79 Corridor Authority (“Authority”) is seeking Proposals from qualifying consulting firms (the “Proposer”) to provide all or a portion of continuing professional services (“Professional Services”) for a planning consultant that can assist with the creation of a comprehensive SR 79 Corridor Master Plan and Development Guide that will be the master resource for understanding the regulatory, economic development, and procedural issues for development in the SR 79 Corridor Area, an overlay district of about 1,549 acres located in portions of the City of Bonifay, Washington County, and Holmes County, Florida, and provide general planning expertise and advice as to other land use, planning, and zoning matters affecting the SR 79 Corridor Area, as directed by the Authority. The Services to be performed by the Successful Consultant pursuant to this RFP shall be funded by a Community Planning Technical Assistance Grant # P0382 from the Department of Economic Opportunity to Washington County in the amount of \$35,000.00. All Proposers must familiarize themselves with the terms and conditions of such Grant.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

Proposers interested in providing one or more of the Services are instructed to submit one (1) original, three paper (3) copies, and one (1) flash drive of its Proposal, in accordance with this RFP, no later than **February 3, 2020 @ 3:00 pm EST** to Government Services Group, Attn: Stephanie Garcia, 1500 Mahan Dr Ste 250, Tallahassee, FL 32308.

Website: www.washingtonfl.com and www.79project.com

Phone Questions: (850) 681-3717 (limited to nonsubstantive questions - all substantive or technical questions regarding the RFP must be submitted in writing).

Email Questions: sgarcia@govserv.com

Proposals received after this date and time will not be considered and shall be returned unopened. Electronic proposals shall not be accepted.

- **The Highway 79 Corridor Authority is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **The Highway 79 Corridor Authority strictly enforces open and fair competition.**

ADA –Special Accommodations: Any person requiring accommodations due to a disability should call the Washington County Human Resources Department at (850) 415-5151 at least five (5) working days prior to any pre-response Conference, response opening, or meeting.

The RFP and any addenda issued are available on the Washington County website at www.washingtonfl.com and the Highway 79 Corridor Authority Website at www.79project.com or by contacting the Highway 79 Corridor Authority General Manager Department at (850) 681-

3717. All questions pertaining to this RFP should be submitted in writing in accordance with RFP instructions.

Description of Work:

The Highway 79 Corridor Authority requires a planning consultant that can assist with the development and implementation of a comprehensive SR 79 Corridor Master Plan and Development Guide that will be the master resource for understanding the regulatory, economic development, and procedural issues for development in the SR 79 Corridor Area, an overlay district of about 1,549 acres located in portions of the City of Bonifay, Washington County, and Holmes County, Florida, and provide general planning expertise and advice as to other land use, planning, and zoning matters affecting the SR 79 Corridor Area, as directed by the Authority. The Services to be performed by the Successful Consultant pursuant to this RFP shall be funded by a Community Planning Technical Assistance Grant # P0382 from the Department of Economic Opportunity to Washington County in the amount of \$35,000.00. All Proposers must familiarize themselves with the terms and conditions of such Grant.

It is anticipated that the planning consultant shall work closely with the City of Bonifay, Washington County, and Holmes County planning and zoning departments and may be required to attend public meetings of such governmental entities. The Authority anticipates selecting one or more professional firms to execute a Contract for Continuing Services in accordance with this RFP.

Background:

Holmes County, Washington County, and the City of Bonifay, Florida, have formed the Authority to assist in creation of a governance structure overlaying an area in all three governments' jurisdictions that will become the "Highway 79 Corridor Authority" (the "Authority"). The purpose of the Authority will be to plan for, construct, own, improve, operate, and maintain water and wastewater utility facilities within a certain defined geographic area existing within portions of Washington County, Holmes County, and the City of Bonifay. The project will include the construction and installation of approximately 2.3 miles of water and sewer infrastructure that will eliminate existing wells and septic systems and replace the need for future ones. These infrastructure improvements along with corresponding planning and zoning changes are designed to draw new businesses and development to the Corridor Area and generate a positive economic impact.

The Successful Proposer acknowledges and understands that payments for future services may be contingent on the release and receipt of grant funds from the Department of Economic Opportunity.

Evaluation of all responses to this RFP and the selection of qualified Proposers will be conducted by the Authority, as provided herein. After award of the contract, services rendered by the Successful Proposer shall be performed at the direction of the Authority.

SECTION 1.0. STANDARD TERMS AND CONDITIONS (STAC)

Conformity and adherence to the terms and conditions of this RFP shall be a consideration by the Authority as part of its process.

1.1. Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

1.1.1. **Authority** means the Highway 79 Corridor Authority, a legal entity and public body to be created by interlocal agreement between Holmes County, Washington County, and the City of Bonifay pursuant to Section 163.01(7)(g), Florida Statutes.

1.1.2. **Award** means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and the proposal.

1.1.3. **Board** means the governing body of the Authority.

1.1.4. **Contract** means the legally enforceable document agreed to and signed by the Authority and successful Proposer(s) (collectively referred to as the “Parties”), which is attached hereto as Appendix D and incorporated herein by reference.

1.1.5. **RFP** means this document, its attachments and any document hereinafter incorporated by reference.

1.1.6. **Proposer** means any firm, individual or organization submitting a proposal in response to this RFP.

1.1.7. **Successful Proposer or Planning Consultant** means a Proposer who is awarded a Contract as a result of its proposal submitted in response to this RFP.

1.2. Issuance of Addenda

If this RFP is amended, the Authority will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

1.3. Florida Public Records Law and Confidentiality

1.3.1. By submitting a Proposal in response to this RFP, a Proposer acknowledges that the Authority is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

1.3.2. Should the Proposer provide the Authority with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The

Proposer shall submit to the Authority both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

1.3.3. Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the Authority, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the Authority shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the Authority no later than 4:00 p.m., CST, of the second business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

1.3.4. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the Authority for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Authority, or assessed or awarded against the Authority, in regard to the Authority's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Proposer in response to this RFP and shall constitute the Authority's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Authority.

1.4. Right to Protest

Any Proposer who desires to formally protest shall follow the procedures outlined in Section 4.5 of the Highway 79 Corridor Authority Purchasing Policy, incorporated herein by reference.

1.5. Requests for Clarification and Assistance

All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable) and received in accordance with Section 3.0, Schedule of Events and must be directed to:

Government Services Group
Attn: Stephanie Garcia
1500 Mahan Dr Ste 250
Tallahassee, FL 32308
sgarcia@govserv.com

Questions and responses will be posted on the Authority's Website and, if necessary, an Addendum(s) issued.

Any questions relative to interpretation of the solicitation or the Proposal process shall be addressed in writing as indicated in the Schedule of Events below. Questions received after the cut-off date as specified in the Schedule will not be considered.

1.6. ADA - Special Accommodations

Any person requiring special accommodations due to a disability should call the Authority at least five (5) working days prior to any pre-response conference, response opening, or meeting.

1.7. Proposer's Responsibility

1.7.1. It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP.

1.7.2. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

1.7.3. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer's risk.

1.8. Indemnification and Hold Harmless (ref: Appendix C-1)

1.8.1. The Proposer agrees to indemnify and hold the Authority, the City of Bonifay, Holmes County, and Washington County harmless for any and all claims, liability, losses and causes of action that may arise out of its fulfillment of the Contract. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the Proposer employees and/or agents.

1.8.2. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Proposer's failure to purchase or maintain the required insurance, the Proposer shall indemnify the Authority, the City of Bonifay, Holmes County, and Washington County from any and all increased expenses from such delay.

1.8.3. The first ten dollars (\$10.00) of remuneration paid to the Proposer is for the indemnification provided above.

1.9. Authority Rights

1.9.1. The Authority reserves the right to reject any Proposal as Nonresponsive or to reject all Proposals and cancel or reissue this solicitation.

1.9.2. The Authority may waive informalities and negotiate with the apparent most qualified Proposer.

1.9.3. The Authority reserves the right to withdraw this RFP at any time prior to final award and execution of a Contract.

1.9.4. No Proposer is guaranteed any amount of work even if the Authority enters into a Contract with the Proposer.

1.9.5. The Authority has the right to request any necessary clarifications or Proposal data without changing the terms of the RFP.

1.9.6. All expenses involved in the preparation, submission, and participation in the selection and contracting process pursuant to this RFP shall be borne solely by the Proposers. No payment will be made for any Proposals received or for any other effort required of, or made by, the Proposers prior to Contract commencement and approval of a work authorization.

1.10. Public Entity Crimes (ref: Appendix C-2)

As required by section 287.133 (2)(a), Florida Statutes, 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 proposal or contract to provide any goods or services to a public entity, may not submit a proposal or contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in section 287.107, Florida Statutes for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the Authority within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

1.11. Small, Minority and Woman-Owned Business Enterprise

Certification as a minority business enterprise for the purpose of this RFP is defined by the Florida Small and Minority Business Assistance Act. Proposers certified by the State of Florida should include a copy of the certification.

1.12. Equal Employment Opportunity/Affirmative Action (ref: Appendix C-3)

1.12.1. The Authority certifies that it is an Equal Employment Opportunity/Affirmative Action employer and that it will not discriminate during the selection process on the basis of age, sex, familial status, race, national origin, or handicap status.

1.12.2. Any business submitting a Proposal in response is required to be an Equal Employment Opportunity/Affirmative Action employer and must require the same of any subcontractors hired under pursuant to the RFP. Each Proposer will sign and submit with its Proposal an Equal Employment Opportunity/Affirmative Action Statement.

1.13. Drug Free Workplace (ref: Appendix C-4)

1.13.1. The Authority certifies that it is a Drug Free Workplace.

1.13.2. Each Proposer shall be required to sign and submit with its Proposal an Affidavit certifying that the Proposer complies with regulations related to a drug-free workplace as defined in section 287.087, Florida Statutes.

1.13.3. Preference shall be given to Proposers with drug-free workplace programs. In order to have a drug-free workplace program, a Proposer shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the dangers of drug abuse in the workplace, the businesses' policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.

c. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (a) above.

d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employee of any conviction of, a plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance of the United States or any state, for violation occurring in the work place no later than five (5) days after such conviction.

e. Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.14. Conflicts of Interest (ref: Appendix C-5)

The Authority may disqualify any Proposer determined to have a conflict of interest prohibited under Part III, Chapter 112, Florida Statutes. All awards hereunder are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with its proposal whether any officer, director, employee or agent is also an officer or an employee of the Authority, the City of Bonifay, Holmes County, or Washington County.

1.15. Non-Collusion (ref: Appendix C-6)

Each Proposer is required to sign and have notarized by a Florida Notary a "Non-collusion Affidavit."

1.16. Ethical Business Practices (ref: Appendix C-7)

1.16.1. The Authority reserves the right to deny award or immediately suspend any contract resulting from this RFP or proposal, pending final determination of charges of unethical business practices. At its sole discretion, the Authority may deny award or cancel the Contract if it determines that unethical business practices were involved.

1.16.2. Gratuities. It shall be unethical for any person to offer, give or agree to give any Authority employee, or for any Authority employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any RFP or proposal thereof.

1.16.3. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

1.16.4. A Proposer is required to certify an Ethics Clause and submit with its Proposal.

1.17. Subcontracting (ref: Appendix C-8)

1.17.1. Firms submitting a Proposal may consider subcontracting portions of the services to be performed and/or provided. If this is to be done, that fact, and the name of the proposed subcontracting firm(s), must be clearly identified in the Proposal and the Contract.

1.17.2. Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the Authority.

1.17.3. All subcontractors shall be held to the same requirements, terms and conditions of this document, its attachments, any documents incorporated by reference and the executed Contract.

1.17.4. A Proposer must list any proposed subcontractors with addresses, contact information and specific services to be provided and submit with its Proposal.

1.18. Withdrawal or Modification of Proposals

A Proposal may be withdrawn or modified only by written notification from the Proposer prior to the time fixed for the opening of proposals. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened.

1.19. Status Of Contractor

The Proposer shall, at all times relevant to a contract as a result of this RFP, be an independent contractor and in no event shall the Proposer, nor any employees or sub-contractors under it, be considered to be employees of the Authority or the Authority.

1.20. Registered to Do Business in the State of Florida

A Proposer seeking to do business with the Authority shall, at the time of submitting a proposal, be registered with the Department of State in accordance with the provisions of Chapter 605, 607, 608, 617 and/or 620 Florida Statutes; similarly, partnerships seeking to do business with the Authority shall, at the time of submitting a proposal, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html> The Proposer shall be licensed to do business in the State of Florida and the Proposer and employees assigned to the Contract shall hold all necessary and required professional licenses and certificates to perform required services.

1.21. Debarment and Suspension (ref: Appendix C-9)

Proposers are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by any governmental agency.

1.22. Employment Eligibility Verification (ref: Appendix C-10)

1.22.1. The successful Proposer shall use the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of all new employees hired by the Proposer during the Contract term, and shall expressly require same of subcontractors.

1.22.2. The successful Proposer agrees to maintain records of its participation, proof of verification of employees hired to provide services pursuant to this RFP and Contract, and compliance with the provisions of the E-verify program, including participation by its subcontractors as provided above, and to make sure that such records are available to the Authority or other authorized federal or state entity consistent with the terms of this RFP and Contract.

1.23. Venue

Venue for all actions arising under the RFP and subsequent Contract shall lie in Washington or Holmes County, Florida, United States.

1.24. Construction

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida.

1.25. Order of Precedence

The provisions of the RFP, successful firm’s proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provision of the RFP and Contract. In the event of an inconsistency between the provisions of the RFP or Contract hereto, the Order of Precedence shall be followed:

- a. Laws of Florida.

- b. Contract.
- c. RFP and all of its addendums and attachments.
- d. Successful firm's proposal.

1.26. Term of the Contract and Termination

1.26.1. The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for a period of two (2) years from the effective date. The Contract may, by mutual assent of the parties, be extended TWO (2) additional TWELVE (12) month periods or portions thereof, up to a cumulative total of FOUR (4) years. The Authority reserves the right to re-negotiate rates based on current market conditions.

1.26.2. The Authority may terminate the Contract without cause immediately upon certified presentation of written notice. Presentation can be by certified mail (return receipt requested) or signed, hand delivered receipt from a process server (private or Sheriff's Deputy).

1.27. Insurance Requirements (ref: Appendix C-11 and D, Contract)

1.27.1. Prior to commencing Services, the Proposer(s) shall procure and maintain at its own cost and expense for the duration of the Contract insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Proposer, his agents, representatives, employees or subcontractors. Specific insurance requirements are set forth in the Contract terms which are hereby incorporated into this RFP.

1.27.2. Verification of Coverage (ref: Appendix C-11)

Proposer shall furnish certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Authority before the Services commence.

1.27.3. Subcontractors

The Proposer shall include each of its subcontractors as insured under the policies of insurance required herein.

SECTION 2.0. CONE OF SILENCE

2.1. A Cone of Silence, as defined in the Highway 79 Corridor Authority Purchasing Policy will be in effect for this RFP beginning with the advertisement date listed in Section 3.0 hereof and through issuance of a Notice of Award.

2.2. In accordance with 4.2(D) of the Highway 79 Corridor Authority Purchasing Policy, to ensure fair consideration for all Proposers the Authority prohibits communication to or with any officer, member, elected official, department, office or employee of the Authority, the City of

Bonifay, Holmes County, or Washington County during the solicitation process from the date of advertisement of the RFP through notice of award, except as provided below.

2.3. All requests for interpretations or clarifications shall be in writing, addressed to the Authority as provided in section 1.5 hereof, to be given consideration. All such requests for interpretations or clarifications must be received in writing in accordance with Section 3.0, Schedule of Events. Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of Proposals. Such written addenda shall be binding on the Proposers and shall become a part of the RFP Document(s). No oral interpretations of this RFP, the scope of services, or the Contract will be provided.

SECTION 3.0. SCHEDULE OF EVENTS

The following is the scheduled sequence of events with important dates and times where known. Dates are subject to change by the Authority at their sole discretion. If the Authority determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

ACTION	DATE
RFP Released	January 15, 2021
Cut-Off date for Questions	January 27, 2021
Responses to Technical Questions Provided	January 25, 2021
Responses Due and Opened	February 3, 2021 @ 3:00 p.m. EST
Evaluation of Proposals	February 3 – February 11, 2021
Oral Presentations*	February 2021
Final Scoring/Ranking/Selection by Board/Approval of Contract	February 2021
Posting of Intent to Award	February 2021
Anticipated Beginning of Work	February 2021

*The Authority reserves the right to eliminate oral presentations and award based upon the evaluations of written Proposals only.

**All times listed are in Eastern Standard Time.

SECTION 4.0. SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

4.1. The Planning Consultant shall provide professional planning services for the Authority, through the Authority, as needed and in accordance with Florida law.

4.2. The Planning Consultant shall report to the Authority General Manager, the Authority Board of Directors, and such other persons as may be authorized by the Authority Board of Directors. The Planning Consultant shall also be required to coordinate as necessary with other consultants hired by the Authority.

4.3. The Planning Consultant shall advise the Authority and prepare necessary documentation while working in conjunction with other professionals engaged by the Authority. The Planning Consultant shall provide the Authority with an analysis of bids received by the Authority for other professional services and make recommendations as to the best bids to achieve Authority objectives.

4.4 The Planning Consultant shall perform all tasks and deliverables described in Community Planning Technical Assistance Grant # P0382 from the Department of Economic Opportunity to Washington County (hereinafter the “Grant”) within the time frames described in such Grant. As this is a Grant-funded project, time is of the essence. Such tasks and deliverables consist of the following:

A. Deliverable 1. SR 79 Corridor Master Plan and Development Guide Elements. Deadline for Submission to DEO - April 15, 2021.

1. Develop the following elements for the SR 79 Corridor Master Plan and Development Guide:

- a. A Vision Plan with buildout concept for the SR 79 Corridor Area;
- b. A land use map with a description of desired outcomes for each land use type;
- c. A regulating plan for transportation showing existing and planned roads, traffic control, site connectivity and multimodal facilities;
- d. A physical plan for water and sewer infrastructure;
- e. A coordinated stormwater management plan; and
- f. A conservation plan.

B. Deliverable 2. Policy Plan Elements for the SR 79 Corridor Master Plan and Development Guide. Deadline for Submission to DEO - May 15, 2021.

1. Develop policy plan elements for the SR 79 Corridor Master Plan and Development Guide that include the following:

- a. Intent policies for an SR 79 Corridor Overlay, development regulations to be proposed for adoption by the Authority and the three Authority member local governments, and an anticipated schedule when the proposed regulations will be presented to the three Authority member local governments for adoption;
- b. Existing local government policies that apply to buildings, uses and primary site design decisions;

- c. Design guidance to achieve the quality and character of desired development, including guidance for design that depends on primary frontage of sites; and
- d. Transportation design guidance that aligns with existing standards but clarifies design emphasis in the SR 79 Corridor for vehicle types and accommodating different modes of transportation.

C. Deliverable 3. SR 79 Corridor Master Plan and Development Guide Appendices. Deadline for Submission to DEO - June 15, 2021.

1. Develop the following appendices to the SR 79 Corridor Master Plan and Development Guide:

- a. Appendix with adoption actions for the Development Guide by the Authority and the three Authority member local governments (Washington County, Holmes County, City of Bonifay);
- b. Appendix with site-specific cut sheets used to market properties;
- c. Appendix with a list of capital improvements that is intended to get frequent published updates;
- d. Appendix on the review and approval process for the Authority and the three Authority member local governments;
- e. Appendix with guidance on assessing and mitigating transportation impacts; and
- f. Appendix on costs and incentives for development in the SR 79 Corridor including review, permitting and hookup fees, tax or other incentives, and methods of collaboration on the financing, construction or provision of infrastructure.

D. Deliverable 4. Public Hearing and Schedule. Deadline for Submission to DEO - June 15, 2021.

1. Assemble the documents prepared under Deliverables 1, 2 and 3 into a proposed SR 79 Corridor Master Plan and Development Guide.

2. Assist with the conduct of an advertised public hearing before the Washington County Board of County Commissioners to seek approval of the SR 79 Corridor Master Plan and Development Guide.

3. Prepare an anticipated schedule of public hearings before the elected officials of the City of Bonifay and Holmes County to seek approval of the SR 79 Corridor Master Plan and Development Guide.

4.5. Perform such additional services as are described in Section 3.0 of the Consulting Services Agreement attached hereto or as otherwise may be specifically designated and authorized by the Authority in writing.

SECTION 5.0. PROPOSAL RESPONSE REQUIREMENTS

5.1. Proposers shall construct their Proposals in the following format as outlined below in two separate binders and a tab must separate each section as prescribed.

5.2. The Proposal and all attachments shall be bound and submitted in a sealed envelope (or other packaging), provide one (1) original, so identified, three (3) complete paper copies, and one (1) flash drive copy of the Proposal for services defined herein for the term of the contract.

5.3. Failure to provide the required copies, adhere to the required format, or to provide any information required in this RFP may result in a Proposal being deemed Nonresponsive and rejected from consideration.

TAB 1 – EXECUTIVE SUMMARY

- Provide a brief summary of the firm, with general description of the firm background, work history, awards, major accomplishments, etc.
- Statement demonstrating the firm’s or individual’s understanding as to the Authority’s needs relative to this RFP, including a typical project approach and a statement as the firm’s commitment to use the most current tools and technology available to provide the Professional Services.
- Include:
 - Address of the office from which work is to be performed.
 - A listing of the professional services to be offered.
 - The name of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and contact numbers.
 - Provide proof that Proposer’s business is licensed, permitted and/ or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.
 - MBE State Certification (if applicable)

This executive summary should be no more than 10 (ten) pages.

TAB 2 – ABILITY OF PERSONNEL

Provide an organizational profile of the firm and a listing of key personnel who will be assigned to provide the Professional Services. Include each individuals name, function with the firm, years

of experience with the firm, education, and years of experience specific to the Professional Services being offered. Professional resume and any professional certificates or licenses held should be included for each individual listed.

TAB 3 – EXPERIENCE OF FIRM AND REFERENCES (ref: Appendix C-12)

- Provide a detailed list and examples of relevant experience and qualifications for the Professional Services being offered.
- Grant Work: provide a description of the firm’s experience in dealing with federal, state, and local grant work of a similar nature to the Grant attached hereto as Exhibit F.
- Provide at least three (3) projects completed within the last seven (7) years of the same or a similar nature of the Professional Services being offered. Include a project description, location name of project manager, scheduled and actual completion date, anticipated and actual cost of the project and client contact information familiar with the project. If available, include if project was federal or state funded.
- Please address the firm’s ability to work under time constraints and meet deadlines such as those required by the Grant.

TAB 4 – CURRENT AND PROJECTED WORKLOAD

Provide current and projected description of current workload. Provide a description of the Proposers ability to work under time constraints and meet the deadlines associated with the Grant.

TAB 5 – SUBCONTRACTORS (ref: Appendix C-8)

Name ALL subcontractors (to include prime and sub-contractors) that will potentially be used on this project and the specific services to be provided.

TAB 6 – FEE PROPOSAL

Proposers shall provide a fee proposal specifying a fee structure or rate for the services to be provided. The fee proposal shall include all related costs to be charged to the Authority including but not limited to costs incurred for travel, lodging, copies, telephone charges, research, etc.

The fee proposal shall be broken down as follows:

1. Fee Proposal for Services Related to Community Planning Technical Assistance Grant # P0382 (Section 4.4 hereof). In providing such fee proposal, please note that it is anticipated that all of the Services described in Section 4.4 hereof shall be funded solely through the Grant.

2. Fee proposal for other Services. Provide an hourly fee schedule for the Proposer’s performance of all other Services, including a detailed breakdown of rates charged by the applicable employees, agents, and other personnel who will be performing the services provided.

TAB 7 - REQUIRED DOCUMENTS AND CERTIFICATIONS

- a. MBE State Certification Documentation, if applicable.
- b. All other required documents and certifications included in the Appendices to this RFP (See Appendix A-C). A Checklist containing all required forms and certifications is attached hereto as Appendix B to assist in preparation of the Proposal.

TAB 8 – EXCEPTIONS

Provide a list and explanation as to any exceptions to any of the terms and conditions contained in the Contract for Professional Services in this RFP as Exhibit D. Failure to note an exception and explanation on a particular Contract term shall make such terms non-negotiable.

5.3. Instructions to Proposers.

5.3.1. The Proposal should address the requirements in a clear and concise manner in the order stated herein.

5.3.2. Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the Authority.

5.3.3. The Authority reserves the right to seek additional/supplemental representation on specific issues as needed.

5.3.4. Proposals must be typed. No changes in or corrections to proposals will be allowed after the proposals are opened.

5.3.5. The signer of the Proposal must declare that the Proposal in all respects is fair and in good faith without collusion or fraud, and that the signer of the proposal has the authority to bind the principal Proposer.

5.3.6. The Authority shall not be liable for any costs incurred by Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFP requirements.

5.3.6.1. The Proposal submittal shall be enclosed in a sealed envelope addressed to the Authority, at the address listed below. Proposals submitted by mail be received in the office of the Authority by the time specified herein for the opening thereof. Proposals by email or fax will not be accepted.

5.3.6.2. Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered one daily to the address provided herein for receipt of Proposals. Accordingly, in order for a submission to be received by the office of the Authority when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the Authority the submittal due date and time.

5.3.6.3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the office of the Authority by the due date and time. The Authority shall not be responsible for delays caused by any occurrence. All Proposals shall be mailed or delivered to the office of the Authority at the address listed below. Sealed Proposals are to be addressed as follows:

Government Services Group
 Attn: Stephanie Garcia
 1500 Mahan Dr Ste 250
 Tallahassee, FL 32308

SECTION 6.0. PROPOSAL DUE DATE AND TIME, OPENING

6.1. Proposal Due Date: Sealed proposals must be received by **February 3, 2020 @ 3:00 pm EST** at Government Services Group, Attn: Stephanie Garcia, 1500 Mahan Dr Ste 250, Tallahassee, FL 32308. Proposals received after this date and time will not be considered.

6.2. Public Opening: Proposals will be opened and announced publicly at the address described herein on the due date and time as specified in Section 3.0 hereof. The public may attend the public opening, but may not immediately review any Proposals submitted. The names of Proposers only will be read aloud at the time of opening. Pursuant to Section 119.071(1)(b), Florida Statutes, all Proposals submitted shall be subject to review as public records upon notice of an intended award pursuant to this RFP (or a reissued RFP covering the same services) or thirty (30) days from opening, whichever is earlier. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request.

6.3. Validity: All Proposals shall remain valid for a period of ninety (90) days from the date of the public opening and may be extended beyond that time by mutual agreement.

SECTION 7.0. EVALUATION OF PROPOSALS AND SELECTION PROCESS

7.1. Proposals to this RFP that satisfy the required qualifications and are deemed to be responsive and responsible shall be ranked by the Board. The Board may utilize other Authority staff and/or consultants who are not members to advise and assist the Board in its review of the Proposals.

7.2. Responses to this RFP not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. The Authority reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.

7.3. The Board will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria:

CRITERIA	MAXIMUM POINTS
a. Executive Summary (Tab 1)	5

b. Ability of Personnel (Tab 2)	25
c. Experience of Firm and References (Tab 3)	25
d. Availability of Workload and Willingness to Meet Time Requirement (Tab 4)	25
e. Fee Proposal	15
f. MBE State Certification	5
g. Oral Presentations (if requested)	5
Total	105 (100 if no Oral Presentations conducted)

7.4. The preceding criteria shall be used to evaluate Proposals and select the successful Proposer for recommendation of award.

7.5. It is anticipated that the Authority will approve entering a contract with the top ranked firm(s), in order of precedence, in accordance with the Highway 79 Corridor Authority Purchasing Policy. The Authority may also elect to enter into a Contract with more than one of the Proposers.

7.6. The Authority and the Board reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the Authority, Moreover, the Authority reserves the right to make investigations of the qualifications of the Proposer as it deems necessary, including, but not limited to, a criminal background investigation.

7.7. Reserved Rights: The Authority, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposal received as a result of this RFP. The Authority does not guarantee the award of any contract as a result of this solicitation process.

SECTION 8.0. INTENT TO AWARD AND CONTRACT EXECUTION

8.1. A Contract for Consulting Services is attached hereto as Exhibit D. By submitting a Proposal in response to this RFP, the Proposer accepts and agrees to the terms and conditions contained in the Contract and shall execute such Contract within seven (7) days of the date of the notice of award, unless such time is extended by the Authority, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

8.2. The Authority reserves the right to incorporate the successful proposal into the Contract. Failure of a firm to accept this obligation may result in the cancellation of the award.

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

8.4. The selected Proposer will be required to assume responsibility for all services offered in the proposal. The Authority will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment on any or all charges.

**REQUEST FOR PROPOSALS FOR CONTINUING PLANNING
CONSULTING SERVICES**

APPENDICES A-C

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APPENDIX A: PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)

*The Highway 79 Corridor Authority reserves the right to accept or reject any and/or all proposals in the best interest of the Authority.

This Proposal in response to RFP _____, is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

E-MAIL _____

FEID # _____

LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:

NAME: _____ NUMBER: _____

NAME: _____ NUMBER: _____

NAME: _____ NUMBER: _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

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APPENDIX B: CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:

Please submit the items on the following list and any other items required by any section of this RFP. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFP:

- ____ A. Completed Proposal Response Cover Sheet with Signature (Appendix A)
- ____ B. Checklist of Required Forms, Documents, Certifications (Appendix B)
- ____ C. REQUIRED FORMS (Appendix C)
 - ____ 1. Indemnification and Hold Harmless
 - ____ 2. Public Entity Crimes Sworn Statement
 - ____ 3. Equal Employment Opportunity/Affirmative Action Statement
 - ____ 4. Drug Free Workplace Certification
 - ____ 5. Disclosure Statement, Conflicts of Interest Disclosure
 - ____ 6. Non-Collusion Affidavit
 - ____ 7. Ethics Clause Certification
 - ____ 8. List of Proposed Subcontractors and Services to be Performed
 - ____ 9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
 - ____ 10. E-Verify Compliance Certification
 - ____ 11. Required Policy Endorsements and Documentation (Insurance Verification)
 - ____ 12. References/Conflicts
 - ____ 13. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

Signed: _____

Name: _____

Title: _____

Firm: _____

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**APPENDIX C-1
INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Hwy 79 Corridor Authority, the City of Bonifay, Holmes County, and Washington County, and their officers, agents, and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

APPENDIX C-2
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the Highway 79 Corridor Planning Authority and The Hwy 79 Corridor Authority.

By : _____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

Whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is . _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
_____ .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 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 for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor 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 has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of, 2021.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

RFP 2021-1 Planning Consultant and Related Services

Printed, typed, or stamped commissioned name of notary
public

APPENDIX C-3
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

APPENDIX C-4
DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

**APPENDIX C-5
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Hwy 79 Corridor Authority, Washington County, Holmes County, or the City of Bonifay. All firms must disclose the name of any such officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the entities listed above, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the Hwy 79 Corridor Authority with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of the Hwy 79 Corridor Authority, Washington County, Holmes County, or the City of Bonifay.

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

Name

Company

Date

**APPENDIX C-6
NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Hwy 79 Corridor Authority and that it will be relied upon by said Authority in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____ formed under the laws of _____
(Type of Business) (State or Province)

of which he is . _____
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the Authority, also that no head of any department or employee therein, or any officer of the Authority is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of 20__.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

**APPENDIX C-7
ETHICS CLAUSE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Signature

Date

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

**APPENDIX C-8
LIST OF PROPOSED CONTRACTORS AND SERVICES TO BE PERFORMED**

Subcontract 1 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 2 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 3 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 5 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 6 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 7 Name: City/State/Zip Services to Perform and Percentage:

APPENDIX C-9
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS
PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

APPENDIX C-10
E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the Hwy 79 Corridor Authority upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFP regarding e-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**APPENDIX C-12
REFERENCE AND CONFLICTS FORM**

Proposer Name: _____

Proposers are required to submit with their Proposals references and conflicts in accordance with the RFP, with which they have provided similar services as requested in this solicitation. Vendors shall use this form to provide the required reference information. The Hwy 79 Corridor Authority reserves the right to contact any and all references in the course of this RFP and make a responsibility determination, not subject to review or challenge.

REFERENCES

FORMER CLIENTS and Project Description	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	

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Service Dates:	
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Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

CONFLICTS, IF APPLICABLE

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

RFP 2021-1 Planning Consultant and Related Services

Authorized Signature: _____

Name: _____

Title: _____

**APPENDIX C-13. CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature/Authorized Certifying Official

Date

Typed Name and Title

**REQUEST FOR PROPOSALS FOR CONTINUING PLANNING
CONSULTING SERVICES**

EXHIBIT D

DRAFT CONTRACT

CONSULTING SERVICES AGREEMENT

This Contract is made and entered into this _____ day of _____, 2021, by and between the Highway 79 Corridor Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes, and _____, whose principal place of business is at _____ (the “Consultant”), whose Federal I.D. number is _____, in connection with Request for Proposals No. 21-1 and the professional consulting services set forth therein.

W I T N E S S E T H

WHEREAS, the Authority has pursued certain professional planning consultant services pursuant to RFP No. 21-1; and

WHEREAS, the Authority desires to obtain the continuing professional consulting services of the Consultant for a term of two (2) years with two (2) optional one (1)-year renewal periods, to assist with the creation of a comprehensive SR 79 Corridor Master Plan and Development Guide that will be the master resource for understanding the regulatory, economic development, and procedural issues for development in the SR 79 Corridor Area, and provide general planning expertise and advice as to other land use, planning, and zoning matters affecting the SR 79 Corridor Area

NOW, THEREFORE, in consideration of the mutual promises herein, the Authority and the Consultant agree as follows:

1.0 Consultant’s Responsibility

Consultant shall provide to the Authority continuing professional planning services for the duration of the Contract, in accordance with the Contract and each applicable Work Authorization, as further described in Section 3.0 hereof.

2.0 Term

1.1 This Agreement shall take effect on the date of its execution by the last party to sign the Agreement and continue for a term of two (2) years from such date, unless otherwise terminated as provided herein.

1.2 Following the initial two (2) year term, this Agreement may be extended for up to two (2) additional one (1) year periods upon mutual agreement of the parties.

3.0 Scope of Services to Be Performed by Consultant, Work Authorizations, Performance Schedule

3.1 Consultant shall perform the following services, as more specifically described within each applicable Work Authorization issued by the Authority:

3.1.1 Community Planning Technical Assistance Grant # P0382. The Planning Consultant shall perform all tasks and deliverables described in Community Planning Technical Assistance Grant # P0382 from the Department of Economic Opportunity to Washington County (hereinafter the “Grant”) within the time frames described in such Grant. Such tasks and deliverables consist of the following:

A. Deliverable 1. SR 79 Corridor Master Plan and Development Guide Elements.

1. Develop the following elements for the SR 79 Corridor Master Plan and Development Guide:

- a. A Vision Plan with buildout concept for the SR 79 Corridor Area;
- b. A land use map with a description of desired outcomes for each land use type;
- c. A regulating plan for transportation showing existing and planned roads, traffic control, site connectivity and multimodal facilities;
- d. A physical plan for water and sewer infrastructure;
- e. A coordinated stormwater management plan; and
- f. A conservation plan.

B. Deliverable 2. Policy Plan Elements for the SR 79 Corridor Master Plan and Development Guide.

1. Develop policy plan elements for the SR 79 Corridor Master Plan and Development Guide that include the following:
 - a. Intent policies for an SR 79 Corridor Overlay, development regulations to be proposed for adoption by the Authority and the three Authority member local governments, and an anticipated schedule when the proposed regulations will be presented to the three Authority member local governments for adoption;
 - b. Existing local government policies that apply to buildings, uses and primary site design decisions;
 - c. Design guidance to achieve the quality and character of desired development, including guidance for design that depends on primary frontage of sites; and
 - d. Transportation design guidance that aligns with existing standards but clarifies design emphasis in the SR 79 Corridor for vehicle types and accommodating different modes of transportation.
- C. Deliverable 3. SR 79 Corridor Master Plan and Development Guide Appendices.
 1. Develop the following appendices to the SR 79 Corridor Master Plan and Development Guide:
 - a. Appendix with adoption actions for the Development Guide by the Authority and the three Authority member local governments (Washington County, Holmes County, City of Bonifay);
 - b. Appendix with site-specific cut sheets used to market properties;
 - c. Appendix with a list of capital improvements that is intended to get frequent published updates;
 - d. Appendix on the review and approval process for the Authority and the three Authority member local governments;

- e. Appendix with guidance on assessing and mitigating transportation impacts; and
- f. Appendix on costs and incentives for development in the SR 79 Corridor including review, permitting and hookup fees, tax or other incentives, and methods of collaboration on the financing, construction or provision of infrastructure.

D. Deliverable 4. Public Hearing and Schedule.

- 1. Assemble the documents prepared under Deliverables 1, 2 and 3 into a proposed SR 79 Corridor Master Plan and Development Guide.
- 2. Assist with the conduct of an advertised public hearing before the Washington County Board of County Commissioners to seek approval of the SR 79 Corridor Master Plan and Development Guide.
- 3. Prepare an anticipated schedule of public hearings before the elected officials of the City of Bonifay and Holmes County to seek approval of the SR 79 Corridor Master Plan and Development Guide.

3.1.2 Recommend other planning professionals, subcontractors, and/or services related to the Planning Consultant’s performance of the Scope of Services agreed with the Authority.

3.1.3 Represent the Authority on planning, zoning, and land use topics and issues before the State of Florida, Washington County, Holmes County and the City of Bonifay.

3.1.3 Coordinate planning, zoning, and land use activities of the Authority with planning representatives from the State of Florida, Washington County, Holmes County and the City of Bonifay (the “Member Governments”).

3.1.4 Recommend, draft, and advocate for changes to the land development regulations of the Member Governments including but not limited to comprehensive plan amendments, land development code changes, and zoning changes designed to realize the goals and objectives of the Authority.

3.1.5 Assist with grant writing and administration of grant projects at the request of the Authority.

3.1.6 Serve on a retained basis as a member of the Corridor Development Review Authority (“CDRC”).

3.1.7 Advise the Authority regarding the engagement of other consultants for feasibility studies, tax increment financing, impact fees, and other analyses in conjunction with the legal counsel.

3.2 Consultant shall also perform additional services as may be further specifically designated and authorized by the Authority, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement (“SA”) and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution after approval by the Board.

3.3 The Consultant is not authorized to provide services or materials the Authority or undertake any project or work provided for in this Agreement prior to the Authority having first issued a Work Authorization (“WO”) or Notice to Proceed. Consultant recognizes that the Authority may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

3.4 When the Consultant and the Authority enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the Consultant and the Authority agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the Authority of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

4.0 Compensation

4.1 General

4.1.1 The Authority shall pay Consultant in accordance with the fee schedule set forth in Exhibit B, Fee Schedule, and as further described in each Work Authorization, which may set forth

the work or services to be provided by Consultant, the applicable rates, not-to-exceed amounts, and anticipated hours required. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

4.1.2 Invoices must reference the applicable Contract and WO number and should further include Consultant's name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable.

4.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the Authority of correct, fully documented, invoice, in form and substance satisfactory to the Authority with all appropriate cost substantiations attached. All invoices shall be delivered to:

4.1.4 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's Final/last billing to the Authority. This certifies that all services have been properly performed and all charges and costs have been invoiced to the Authority. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

4.1.5 Payment of the final invoice shall not constitute evidence of the Authority's acceptance of the work. For final acceptance of any services provided hereunder, the Consultant will submit an acceptance document to the Authority for approval.

4.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by the Authority and, if so requested, shall be furnished by Consultant to the Authority Clerk's satisfaction.

4.1.7 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

4.2 Reimbursables

4.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement, if any, shall include copies of paid receipts, invoices or other documentation acceptable to the Authority Clerk. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

4.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with this Agreement (including any applicable SA), and include:

[TO COME]

4.2.3 Mileage shall be reimbursed in accordance with Section 112.061, F.S., and the Authority policy for pre-approved travel outside of Holmes or Washington County (excluding travel from home offices located outside of Holmes or Washington County to the Holmes or Washington County line).

4.2.4 All Reimbursable Expenses, including subcontractors, shall be reimbursed at cost.

4.2.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, F.S.

4.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the Authority upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Authority offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

4.2.7 Consultant shall maintain a current inventory of all such assets.

5.0 Insurance

5.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the Authority, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by the Authority, the insurance coverages and limits required must be evidenced by properly executed

Certificates of Insurance on forms which are acceptable to the Authority. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Authority, on a timely basis, if required by the Authority. These Certificates and policies shall contain provisions that thirty (30) days' written notice by registered or certified mail shall be given the Authority of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the Authority applicable to this Project.

5.2. The acceptance by the Authority of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

5.3. Before starting and until acceptance of the work by the Authority, Consultant shall maintain insurance of the types and to the limits specified in paragraph 5.7 entitled "Required Insurance." Consultant shall require each of its subcontractors and subcontractors to procure and maintain, until the completion of that subcontractor's or subcontractor's work, insurance of the types and to the limits specified in paragraph 5.7, unless such insurance requirement for the subcontractor or subcontractor is expressly waived in writing by the Authority. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to the Authority that Consultant's existing coverage includes and covers the subcontractors and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 5.7. All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by Consultant to meet the requirements of this Contract shall name the Authority as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents and shall contain

severability of interests provisions.

5.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by the Authority, certified, true copies of the renewal policies shall be furnished by Consultant thirty (30) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the Authority may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

5.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Authority's Representative prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Authority's Representative, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

5.7. Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.
- b. Employers Liability Insurance with limits of \$1,000,000 per Accident, \$1,000,000.00 Disease, policy limits, \$1,000,000 Disease each employee.
- c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit,

and if split limits are provided, the minimum acceptable limits shall be \$500,000 per person, \$500,000 per occurrence, \$25,000 property damage.

- d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
- e. Professional liability insurance of at least \$1,000,000.00 for design errors and omissions, exclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the Authority. The Authority may require the Consultant to provide a higher level of coverage for a specific project and time frame.
- f. The Authority, the City of Bonifay, Holmes County, and Washington County (the “Covered Entities”) shall be named as an additional insured with respect to Consultant’s liabilities hereunder in insurance coverages identified in Paragraphs c., d., and e. The Covered Entities, their officials, employees, agents, and volunteers are to be covered as an additional insured with an Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to liability arising out of activities performed by or on behalf of the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the Covered Entities, their officials, employees, agents, and volunteers.
- g. Consultant shall require its subcontractors to be adequately insured at least to the

limits prescribed above, and to any increased limits of Consultant if so required by the Authority during the term of this Contract. The Authority will not pay for increased limits of insurance for subcontractors.

- h. The Authority reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

5.8. The Consultant, and its insurance carrier, waives all subrogation rights against the Covered Entities, their officials, employees, agents, and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The Authority requires all policies to be endorsed with a Waiver of our Right to Recover from Others or equivalent.

6.0 Standard of Care

6.1 Consultant has represented to the Authority that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

6.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

6.3 Consultant shall, at no additional cost to the Authority, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

6.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

7.0 Indemnification

7.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the Authority and Consultant agree to allocate such liabilities in accordance with this Section.

7.2 Indemnification.

7.2.1 Consultant shall indemnify, defend (by counsel reasonably acceptable to the Authority) protect and hold the Authority, and its officers, employees and agents, free and harmless from

and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of Consultant to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of Consultant, its sub-Consultants, agents, employees and invitees; provided, however, that Consultant shall not be obligated to defend or indemnify the Authority with respect to any such claims or damages arising solely out of the Authority's negligence.

7.2.2 The Authority's review, comment, and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

7.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

7.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

8.0 Independent Contractor

8.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

8.2 The Authority shall have no right to supervise the methods used, but the Authority shall have the right to observe such performance.

8.3 Consultant shall work closely with the Authority In performing Services under this Agreement.

8.4 The Consultant shall not pledge the Authority's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the Authority in any manner.

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

9.0 Authority to Practice

9.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

10.0 Compliance with Laws

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

11.1 Subcontracting

11.2 The Authority reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.3 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the Authority. Failure of a sub-contractor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 Federal and State Taxes

12.1 The Authority is exempt from payment of Florida state sales and use taxes. Upon request, the Authority will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill its obligations pursuant to this Contract, nor is the Consultant authorized to use the Authority's tax exemption number in securing such materials.

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

13.0 Public Entity Crimes

13.1 The Consultant understands and acknowledges that this Agreement with the Authority will be void, in the event the conditions under Section 287.133, Florida Statutes, applies to the Consultant, relating to conviction for a public entity crime.

14.0 Authority's Responsibilities

14.1 The Authority shall be responsible for providing information in the Authority's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the Authority, Washington County, Holmes County and the City of Bonifay.

15.0 Termination of Agreement

15.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the Authority in the event of substantial failure by the Authority to perform in accordance with the terms of the Agreement through no fault of the Consultant.

15.2 This Agreement may be terminated by the Authority with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the Authority's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice and except as otherwise directed by the Authority, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the Authority.

15.4.4 Continue and complete all parts of the work that have not been terminated.

15.5 The Consultant shall be paid for services actually rendered to the date of termination.

16.0 Uncontrollable Forces (Force Majeure)

16.1 Neither the Authority nor Consultant shall be considered to be in default of this Agreement 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 Agreement 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.

16.2 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.

16.3 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 Agreement.

17.0 Governing Law and Venue

17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Holmes or Washington County, Florida, or the United States District Court, Northern District of Florida located in Leon County, Florida.

18.0 Non-Discrimination

18.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.0 Waiver and Severability

19.1 A waiver by either the Authority or Consultant of any breach of this Agreement 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.

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 The Authority and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Authority and Consultant pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both the Authority and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

22.1 This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of the Authority.

22.2 The Authority and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Authority which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Authority and the Consultant.

23.0 Contingent Fees

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

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the Authority determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside Consultants. The Authority shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents

25.1 Consultant shall be required to cooperate with the Authority and other consultants retained by the Authority relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the Authority for its use and/or distribution as may be deemed appropriate by the Authority. Consultant is not liable for any damages, injury or costs associated with the Authority use or distribution of these documents for purposes other than those originally intended by Consultant.

25.2 Consultant shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the Authority in order to perform the Scope of Services described herein.

25.2.2. Upon request from the Authority provide the Authority with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the Authority.

25.2.3. 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 thereafter if the Consultant does not transfer all records to the Authority.

25.2.4. Transfer, at no cost, to the Authority all public records in possession of the Consultant upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided

to the Authority, upon request from the Authority, in a format that is compatible with the information technology systems of the Authority. If the Consultant keeps and maintains public records upon the conclusion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records that would apply to the Authority.

25.2.5. If Consultant does not comply with a public records request, the Authority shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Consultant fails to provide records when requested, the Consultant may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: STEPHANIE GARCIA, HIGHWAY 79 CORRIDOR AUTHORITY CLERK, 1500 MAHAN DR, STE 250, TALLAHASSEE, FL 32308 FL 32428, 850-681-3717, SGARCIA@GOVSERV.COM.

26.0 Access and Audits

26.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The Authority shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the Clerk or Auditor to the Authority shall result in the recovery of any resulting overpayments. The Authority's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent Federal-Express or by Certified Mail, postage prepaid as follows:

As to the Authority: Evan J. Rosenthal, Esq.
1500 Mahan Dr
Suite 200
Tallahassee, FL 32308

As to Consultant:

The parties may designate additional persons for receiving notices, demands, communications, or requests pursuant to this section upon providing written notice to the other party as provided above.

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions 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 Section shall be construed to restrict the transmission of routine communications between representatives of Consultant and the Authority.

28.0 Service of Process

As to the Authority: Current Chair of the Authority

As to Consultant:

29.0 Key Personnel

29.1 Consultant shall notify the Authority in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at the Authority's request shall remove without consequence to the Authority any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. The Authority has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name:

Name:

30.0. Appropriations

30.1 Consultant acknowledges that the Authority, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Authority's performance and obligation to pay under this agreement is contingent upon annual appropriation.

30.2 Consultant agrees and acknowledges that all funding for the Services outlined in Section 3.1.1 hereof is to be provided pursuant to Community Planning Technical Assistance Grant # P0382 from the Department of Economic Opportunity to Washington County in the amount of \$35,000.00. As such, all payments due to Consultant under this Agreement are dependent and contingent on the Authority's or Washington County's receipt of such grant funds.

31.0 Liquidated Damages

31.1 The parties hereto agree that liquidated damages will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the performance schedule in Section 3.0 of this Agreement (including in any Work Authorizations issued pursuant thereto) at a rate of \$250 per day.

32.0 Grant Conditions

32.1 In performing the work or services to be performed under this Agreement, Consultant shall ensure compliance with all applicable terms and conditions contained in the grant agreements referenced in Section 30 hereof.

33. Multiple Counterparts

33.1 This Agreement may be executed in one or more counterparts, each of which shall be

deemed an original, but all of which together shall constitute one and the same instrument.

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

(Signature Page Follows)

**HIGHWAY 79 CORRIDOR AUTHORITY
BOARD OF DIRECTORS**

Attest:

By: _____,

By: _____,
Tray Hawkins, Chairman

Date Approved: _____

[INSERT PLANNING CONSULTANT]

Attest:

a _____ Corporation

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

SEAL

DATE: _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

EXHIBIT A
WORK AUTHORIZATION FORM

Work Authorization No. ____
RFP 21-1

Professional Services Agreement Between

the Hwy 79 Corridor Authority

and

(Insert Planning Services Firm)

A. SUMMARY OF SERVICES TO BE RENDERED

This work authorization addresses the necessary financial services for (*Project Name/Description and Number*). The project includes...

The project is required...

Tasks associated with this project include [MUST Reference Section 3.1 as applicable]...

B. PROJECT COST:

PROJECT: XX XXX

	Billed At	Number of Hours	Cost Extended
Principal	\$\$	2	\$\$
Associate	\$\$	4	\$\$
Other	\$\$	6	\$\$

LUMP SUM FEE: \$

or

NOT-TO-EXCEED FEE: \$

The work to be provided hereunder is funded by _____ grant. All payments pursuant to this work authorization are contingent on the release and receipt of these grant funds.

C. NOTICE/PROJECT MANAGER OF CONSULTANT

APPROVED BY:

For the Authority

Firm

Print Name:

Print Name:

Dated this ____ day of _____, 201X.

EXHIBIT B
FEE SCHEDULE

**REQUEST FOR PROPOSALS FOR CONTINUING PLANNING
CONSULTING SERVICES**

EXHIBIT E

LEGAL ADVERTISEMENT

HIGHWAY 79 CORRIDOR AUTHORITY
REQUEST FOR PROPOSALS RFP No. 21-1
FOR:

PLANNING CONSULTANT SERVICES

Proposal Due Date/Time: February 3, 2021 @ 3:00 PM EST

The Highway 79 Corridor Authority (Authority) is seeking proposals from qualifying consulting firms to provide all or a portion of continuing planning services.

The Authority was created to facilitate commercial, industrial, and/or mixed-use development within an overlay district of approximately 1,549 acres located in portions of the City of Bonifay, Washington County, and Holmes County, Florida, along the Highway 79 Corridor. The Authority requires one or more planning firms that can assist with the creation of a comprehensive SR 79 Corridor Master Plan and Development Guide that will be the master resource for understanding the regulatory, economic development, and procedural issues for development in the SR 79 Corridor Area, an overlay district of about 1,549 acres located in portions of the City of Bonifay, Washington County, and Holmes County, Florida, and provide general planning expertise and advice as to other land use, planning, and zoning matters affecting the SR 79 Corridor Area. The Services to be performed by the Successful Consultant pursuant to this RFP shall be funded by a Community Planning Technical Assistance Grant # P0382 from the Department of Economic Opportunity to Washington County.

Sealed proposals for the above-described services will be received at Government Services Group, Attn: Stephanie Garcia, 1500 Mahan Dr Ste 250, Tallahassee, FL 32308 until **February 3, 2021, at 3:00 PM EST**, at which time the bids will be opened and read aloud. Bids received after said time will be returned unopened.

If you are interested in submitting a proposal, you **must** obtain the complete Request for Proposals (RFP) package, which contains additional information regarding this solicitation and instructions related to filing a proposal, from the Highway 79 Corridor Authority website at www.79project.com or the Washington County website at www.washingtonfl.com or by contacting Stephanie Garcia, Highway 79 Corridor Authority Board Clerk at (850) 681-3717.

All inquiries and requests for clarification concerning the RFP shall be submitted in writing and in accordance with the RFP. Verbal clarifications will not be provided.

The Authority reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. The Authority does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

ADA – Special Accommodations: Any person requiring accommodations by the Authority due to a disability should call Stephanie Garcia, Highway 79 Corridor Authority Board Clerk at (850) 681-3717 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact Stephanie Garcia via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

**REQUEST FOR PROPOSALS FOR CONTINUING PLANNING
CONSULTING SERVICES**

EXHIBIT F

**COMMUNITY PLANNING
TECHNICAL ASSISTANCE GRANT #P0382**

**COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and Washington County Board of County Commissioners ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2020 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2021 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a **cost reimbursement** Agreement. DEO shall pay Grantee up to **Thirty-five Thousand Dollars (\$35,000)** in consideration for Grantee's performance under this Agreement. DEO, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. DEO shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at DEO's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by DEO. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. Section 215.971, Florida Statutes ("F.S."). Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. The Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this

Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, the Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of this Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

4. **Audit Rights.** Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@deo.myflorida.com. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour written notice to Grantee. DEO shall be the final authority as to the availability of

Agreement # P0382

funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.

2. **Termination for Cause:** DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance

with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)*

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

- 1. Limitations on Advertising of Agreement.** DEO does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- 2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written

material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
3. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

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5. Grantee shall submit the final invoice for payment to DEO no later than **60** days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to DEO.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee's discovery of an Overpayment, or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

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Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon

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written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made

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for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.
7. Upon the Expiration Date of this Agreement Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY
(Not applicable)

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "DEO" includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO's behalf. The recitals of this Agreement are

incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

The Governor of Florida’s Executive Order 11-116 requires state agency contracts in excess of a nominal value to expressly require Grantee to: (1) Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees Grantee hired during the Agreement term; and (2) Include in all subcontracts under this Agreement the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the Subcontract. The Department of Homeland Security’s E-Verify system can be found at:

<https://www.e-verify.gov>

If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee’s agents, contractors or employees, operational fraud or criminal activities to DEO’s Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person’s ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a

harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with s. 287.0585, F.S., unless

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

6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another

jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. INDEMNIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.
3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.
4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of

any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

5. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND DEO

Grantee's Agreement Manager:

Karen Shaw, Grants/Special Projects Coordinator
Washington County
1331 South Boulevard
Chipley, FL 32428
Telephone: (407) 688-5142
kshaw@washingtonfl.com

DEO's Agreement Manager:

Amanda Iscrupe
Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8496
Facsimile: (850) 717-8522
Email: amanda.iscrupe@deo.myflorida.com

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

Rest of page left intentionally blank; Attachments to follow after signature page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

DEPARTMENT OF ECONOMIC OPPORTUNITY

WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS

By James Stansbury
DocuSigned by: James Stansbury
EST0E1B7F81B44A...
 Signature
James D. Stansbury
 Bureau Chief,
 Bureau of Community Planning and Growth

Title

Date 10/5/2020

By J.W. Hawkins III
 Signature
J.W. Hawkins III
 Chairman

Title

Date 9-24-2020

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: Jon Morris
DocuSigned by: Jon Morris
BC5E75D93B4C48D...

Approved Date: 10/2/2020

**Attachment 1
SCOPE OF WORK**

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2276, Chapter 2020-111, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** Grantee shall create a comprehensive SR 79 Corridor Master Plan and Development Guide that will be the master resource for understanding the regulatory, economic development and procedural issues for investing and developing in the SR 79 Corridor. On April 18, 2018, the City of Bonifay, Washington County and Holmes County entered into an interlocal agreement establishing the Highway 79 Corridor Authority ("Authority") to market and manage development in the SR 79 Corridor through those jurisdictions. This grant project implements Article IV, Section 4.01, Paragraph A, xxxvii of the Interlocal Agreement, which provides that the Authority will "assist Authority Members, property owners and prospective developers within the Corridor Area with the Economic Development of the Corridor Area, including, but not limited to, marketing and promotion of the Corridor Area, provision of essential public infrastructure, such as the Authority Facilities and Projects, all with the goal of ensuring that the Corridor Area and Authority Facilities are economically stable and sustainable, including, but not limited to assistance with processing land development approvals, permitting, and extensions of Authority Facilities."
3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement unless extended by an amendment to this Agreement signed by both parties.**
 - A. **Deliverable 1. SR 79 Corridor Master Plan and Development Guide Elements; Subcontract or Notice.**

Grantee shall:

 1. Develop the following elements for the SR 79 Corridor Master Plan and Development Guide:
 - a. A Vision Plan with buildout concept;
 - b. A land use map with a description of desired outcomes for each land use type;
 - c. A network plan for transportation showing existing and planned roads, traffic control, site connectivity and multimodal facilities;
 - d. A physical plan for water and sewer infrastructure;
 - e. A coordinated stormwater management plan; and
 - f. A conservation plan.

2. If the Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to DEO or notify DEO in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 1.

B. Deliverable 2. Policy Plan Elements for the SR 79 Corridor Master Plan and Development Guide; Subcontracts or Notice.

Grantee shall:

1. Develop policy plan elements for the SR 79 Corridor Master Plan and Development Guide that include the following:
 - a. Intent policies for an SR 79 Corridor Overlay, development regulations to be proposed for adoption by the Authority and the three Authority member local governments, and an anticipated schedule when the proposed regulations will be presented to the three Authority member local governments for adoption;
 - b. Existing local government policies that apply to buildings, uses and primary site design decisions;
 - c. Design guidance to achieve the quality and character of desired development, including guidance for design that depends on primary frontage of sites; and
 - d. Transportation design guidance that aligns with existing FDOT standards but clarifies design emphasis in the SR 79 Corridor for vehicle types and accommodating different modes of transportation.
2. If the Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to DEO or notify DEO in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 2.

C. Deliverable 3. SR 79 Corridor Master Plan and Development Guide Appendices; Subcontract or Notice.

Grantee shall:

1. Develop the following appendices to the SR 79 Corridor Master Plan and Development Guide:
 - a. Appendix with adoption actions for the Development Guide by the Authority and the three Authority member local governments;
 - b. Appendix with site-specific cut sheets used to market properties;
 - c. Appendix with a list of capital improvements that is intended to get frequent published updates;

- d. Appendix on the review and approval process for the Authority and the three Authority member local governments;
 - e. Appendix with guidance on assessing and mitigating transportation impacts; and
 - f. Appendix on costs and incentives for development in the SR 79 Corridor including review, permitting and hookup fees, tax or other incentives, and methods of collaboration on the financing, construction or provision of infrastructure.
2. If the Grantee enters into any subcontract or an amendment to an existing subcontract for work to be performed under this Agreement that has not previously been provided to DEO, provide a copy of the subcontract or amendment to DEO or notify DEO in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 3.

D. Deliverable 4. Public Hearing and Schedule.

Grantee shall:

- 1. Assemble the documents prepared under Deliverables 1, 2 and 3 into a proposed SR 79 Corridor Master Plan and Development Guide.
 - 2. Conduct an advertised public hearing before the Washington County Board of County Commissioners to seek approval of the SR 79 Corridor Master Plan and Development Guide.
 - 3. Prepare an anticipated schedule of public hearings before the elected officials of the City of Bonifay and Holmes County to seek approval of the SR 79 Corridor Master Plan and Development Guide.
4. **DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO’s acceptance of the Deliverables and receipt of Grantee’s pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of this Agreement.
5. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. SR 79 Corridor Master Plan and Development Guide Elements; Subcontract or Notice	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. Elements for the SR 79 Corridor Master Plan and Development Guide.	\$7,000	As provided in Section 12 of this Scope of Work, below.

<p>Grantee shall develop certain elements for the SR 79 Corridor Master Plan and Development Guide, and provide a copy a subcontract, amendment to a subcontract, or notice to DEO in accordance with Section 3.A. of this Scope of Work.</p> <p>Deliverable due date: December 11, 2020</p>	<p>2. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying DEO that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<p>Deliverable 2. Policy Plan Elements for the SR 79 Corridor Master Plan and Development Guide; Subcontracts or Notice</p> <p>Grantee shall develop policy plan elements for the SR 79 Corridor Master Plan and Development Guide, and provide a copy of a subcontract, amendment to a subcontract, or notice in accordance with Section 3.B. of this Scope of Work.</p> <p>Deliverable due date: January 15, 2021</p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Policy Plan Elements of the SR 79 Corridor Master Plan and Development Guide. 2. Copy of a subcontract or amendment to an existing subcontract entered into by the Grantee, if any, or an email or other document notifying DEO that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format</p>	<p>\$7,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

	with ArcGIS compatible shapefiles if they are available.		
<p>Deliverable 3. SR 79 Corridor Master Plan and Development Guide Appendices; Subcontract or Notice</p> <p>Grantee shall prepare appendices to the SR 79 Corridor Master Plan and Development Guide and provide a copy of a subcontract, an amendment to a subcontract, or a notice in accordance with Section 3.C. of this Scope of Work.</p> <p>Deliverable due date: March 31, 2021</p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Appendices to SR 79 Corridor Master Plan and Development Guide; 2. Copy of a subcontract or amendment to an existing subcontract entered into by the Grantee not previously provided to DEO, if any, or an email or other document advising DEO that no such subcontract or amendment was entered into before the Deliverable Due Date for this Deliverable 3. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>	\$21,000	As provided in Section 12 of this Scope of Work, below.
<p>Deliverable 4. Public Hearing and Schedule</p> <p>Grantee shall conduct an advertised public hearing before the Washington County Board of County Commissioners and prepare a proposed schedule of public hearings before the elected officials in the City of Bonifay and Holmes County in accordance with Section 3.D. of this scope of work.</p>	<p>Completion of Deliverable 4 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. SR 79 Corridor Master Plan and Development Guide. 2. Notice of public hearing. 3. Agenda for public hearing. 4. Resolution or other document adopted by the Washington County Board of County Commissioners approving the SR 79 Corridor Master Plan and 	<p>\$0.00</p> <p><i>County Staff to perform duties of deliverable 4.</i></p>	As provided in Section 12 of this Scope of Work, below.

<p>Deliverable due date: May 14, 2021</p>	<p>Development Guide, or an email or other document to DEO advising that the Board did not approve the SR 79 Corridor Master Plan and Development Guide.</p> <p>5. Anticipated Schedule of Public Hearings.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<p>Total Amount Not to Exceed \$35,000</p>			

6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts**, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any subcontract(s) shall be provided to DEO's Agreement Manager as provided in Sections 3.A. and 5. above. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by DEO by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.

8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager

is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

10. INVOICE SUBMITTAL AND PAYMENT.

- A. DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.
- B. Subject to the terms and conditions of this Agreement, an itemized invoice for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail with the deliverable for which the invoice is submitted. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**
- C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
1. Grantee's name and address;
 2. Grantee's federal employer identification number;
 3. the Agreement number;
 4. the Grantee's invoice number;
 5. an invoice date;
 6. the dates of service;
 7. the deliverable number;
 8. a description of the deliverable;
 9. a statement that the deliverable has been completed; and
 10. the amount being requested.
- D. Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.
- E. **Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:
1. **For Work Performed by a Subcontractor:**
 - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;

- b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
- c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. For Work Performed by Grantee's Employees:

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
- b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
 - i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
 - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
- c. Invoices or receipts for other direct costs.
- d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.

Grantee shall submit all deliverables to DEO's Agreement Manager. DEO will review all work submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, DEO shall provide written notice to Grantee by electronic mail of DEO's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If DEO determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from DEO to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. DEO may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until DEO notifies the

Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.

12. FINANCIAL CONSEQUENCES.

- A. Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:
1. Grantee submits a deliverable to DEO more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by DEO or the maximum amount of financial consequence accrues, whichever occurs first.
 2. Grantee is given a notice of insufficiency and fails to submit to DEO a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.
- B. Imposition of the above described financial consequences shall in no manner affect DEO's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to DEO for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to DEO under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable for DEO review and comment is required under Section 3 or Section 5 of this Scope of Work, above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address DEO's comments.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or

on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to DEO for payment.

15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

- A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to DEO's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);
- B. A request for an extension of time received by DEO's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;
- C. If requested by DEO's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and
- D. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. ADVERTISING AND INFORMATION RELEASE. Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.

17. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee's operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION. If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

- A. Stop work under this Agreement on the date and to the extent specified in the notice;
- B. Complete performance of such part of the work as shall not have been terminated by DEO;

- C.** Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and
 - D.** Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- 19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

- Remainder of Page Intentionally Left Blank -

Attachment 1-A – Invoice: Grantee’s Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE’S NAME: _____

INVOICE NO.: _____

FEIN: _____

INVOICE DATE: _____

Agreement No.: _____

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: Amanda Iscrupe
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____	
Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3]	
<u>Category expenditures:</u>	
Contractual Services	\$ _____
TOTAL	\$ _____

Attachment 1-B – Invoice: Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: _____

INVOICE NO.: _____

FEIN: _____

INVOICE DATE: _____

Agreement No.: _____

TO:
 Florida Department of Economic Opportunity
 Division of Community Development
 Attn.: Amanda Iscrupe
 107 East Madison Street
 Caldwell Building, MSC 160
 Tallahassee, FL 32399

FOR:
 [Grantee name]
 [Grantee address]
 [Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____	
Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3]	
<u>Category expenditures:</u>	
Salaries	\$ _____
Fringe Benefits	\$ _____
Travel	\$ _____
Postage	\$ _____
[other direct costs: identify them]	\$ _____
TOTAL	\$ _____

Attachment 1-C – Invoice: Combination of Grantee’s Subcontractor(s) and Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: _____
FEIN: _____

INVOICE NO.: _____
INVOICE DATE: _____

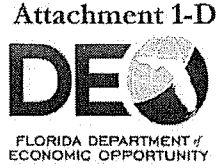
Agreement No.: _____

TO:
 Florida Department of Economic Opportunity
 Division of Community Development
 Attn.: Amanda Iscrupe
 107 East Madison Street
 Caldwell Building, MSC 160
 Tallahassee, FL 32399

FOR:
 [Grantee name]
 [Grantee address]
 [Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____	
Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3]	
<u>Category expenditures:</u>	
Contractual Services	\$ __
Salaries	\$ __
Fringe Benefits	\$ __
Travel	\$ __
Postage	\$ __
[other direct costs: identify them]	\$ __
TOTAL	\$ __

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

GRANT AGREEMENT FINAL CLOSEOUT FORM

FLAIR Contract ID:	_____		
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from DEO	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

<input type="checkbox"/> There was no recipient income earned under this contract. <input type="checkbox"/> The following recipient income was earned under this contract.			
Description of Recipient Income			
Source	Amount	Expended	Balance
Total Program Income	\$0.00	\$0.00	\$0.00

Section C: Property Inventory Certification

<input type="checkbox"/> No tangible property was purchased in the contract period. <input type="checkbox"/> All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

Section E: DEO Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial

assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$35,000**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- **ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.**

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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**ATTACHMENT 3
Audit Compliance Certification**

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

- 1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?
 Yes No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

- 2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative