

**REQUEST FOR QUALIFICATIONS
FOR
GENERAL MANAGEMENT SERVICES**

RFQ 22-1

HIGHWAY 79 CORRIDOR AUTHORITY

Date of Issue: October 3, 2022

Responses Due By: November 4, 2022 @ 3:00 PM ET

MAIL OR DELIVER RESPONSES TO:

Government Services Group, Inc.
Attn: Tammy Peters
1500 Mahan Drive, Suite 250, Tallahassee, FL 32308

Website:

Phone Questions: (850) 681-3717

Email Questions: tpeters@govserv.com

TABLE OF CONTENTS

SECTION 1.0. STANDARD TERMS AND CONDITIONS (STAC).....2

1.1. Definitions.....2

1.2. Issuance of Addenda.....3

1.3. Florida Public Records Law and Confidentiality.....3

1.4. Right to Protest4

1.5. Requests for Clarification and Assistance4

1.6. ADA - Special Accommodations.....4

1.7. Proposer’s Responsibility4

1.8. Indemnification and Hold Harmless4

1.9. Right of Rejection.....5

1.10. Public Entity Crime.....5

1.11. Small, Minority and Woman-Owned Business Enterprise.....6

1.12. Equal Employment Opportunity/Affirmative Action6

1.13. Drug Free Workplace.....6

1.14. Conflicts of Interest.....7

1.15. Non-Collusion.....7

1.16. Ethical Business Practices.....7

1.17. Subcontracting7

1.18. Withdrawal or Modification of Proposals.....8

1.19. Status Of Contractor8

1.20. Registered to Do Business in the State of Florida8

1.21. Debarment and Suspension.....8

1.22. Employment Eligibility Verification8

1.23. Venue...9

1.24. Construction.....9

1.25. Order of Precedence.....9

1.26. Term of the Contract and Termination9

1.27. Insurance Requirements.....9

SECTION 2.0.CONE OF SILENCE10

SECTION 3.0.SCHEDULE OF EVENTS10

SECTION 4.0.SCOPE OF SERVICESAND TECHINCAL REQUIREMENTS11

SECTION 5.0.PROPOSAL RESPONSE REQUIREMENTS12
SECTION 6.0. PROPOSAL DUE DATE AND TIME, OPENING16
SECTION 7.0. EVALUTION OF PROPOSALS AND SELECTION PROCESS16
SECTION 8.0. INTENT TO AWARD AND CONTRACT EXECUTION.....17

APPENDICES: REQUIRED DOCUMENTS AND CERTIFICATONS:

Proposal Transmittal Form (to be on Proposer’s Letterhead) A-1
Checklist of Required Forms, Documents, Certifications B-1
Required Forms and Certifications C-1 – C-13
Draft Contract Document D-1

EXHIBITS:

Legal Advertisement E-1

INTENT, DESCRIPTION OF WORK, AND BACKGROUND

The Highway 79 Corridor Authority (“Authority”), an independent special district created by interlocal agreement between Washington County, Holmes County, and the City of Bonifay, is seeking Proposals from qualifying firms and individuals (the “Proposer”) capable of providing General Management services to the Authority, including general administration and oversight, attendance at and participation in Authority Board meetings, preparation of Board meeting agendas, compliance with statutory requirements applicable to Florida special districts, financial reporting, budgeting, and record keeping, performing public records custodial duties, coordination and communication with Authority Board Members and various consultants and vendors retained by the Authority, and other related tasks.

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

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 RFQ, no later than November 4, 2022 @ 3:00 EST to Tammy Peters, Government Services Group, Inc., 1500 Mahan Drive, Suite 250, Tallahassee, FL 32308.

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

- **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 Tammy Peters, Government Services Group, Inc. (“GSG”) at (850) 681-3717 at least five (5) working days prior to any pre-response Conference, response opening, or meeting.

The RFQ and any addenda issued are available on the Authority’s website at www.79project.com or by contacting the Tammy Peters at (850) 681-3717. All questions pertaining to this RFQ should be submitted in writing in accordance with RFQ instructions.

Description of Work:

The Authority requires a firm or person capable of providing General Management services to the Authority, including: general administration and oversight; attendance at and participation in Authority Board meetings; preparation of Board meeting agendas; performing public records custodial duties in accordance with Florida law; ensuring compliance with statutory requirements applicable to Florida special districts; financial reporting, budgeting, and record keeping; coordination and communication with Authority Board Members and various consultants and vendors retained by the Authority; and other related tasks, as further described in the scope of services provided herein.

Background:

Holmes County, Washington County, and the City of Bonifay, Florida, have formed the Authority in order 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 Authority recently completed the construction and installation of approximately 2.3 miles of water and sewer infrastructure. 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 Authority is the retail water and wastewater utility provider to all customers within its service area. The Authority receives bulk water/wastewater service through a wholesale agreement with the City of Bonifay. The Authority is responsible for the operation and maintenance of the water and wastewater system, which is currently performed by a contract with US Water Corporation, which also provides customer service and billing to the Authority. While the Authority currently has no utility customers, it is anticipated that there will be several new customer connections in the near future.

Evaluation of all responses to this RFQ and the selection of qualified Proposers for negotiation 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 RFQ shall be a consideration by the Authority as part of its process.

1.1. Definitions

General terms used throughout this RFQ 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 RFQ, resulting in an offer of a Contract to perform the services pursuant to the RFQ 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. **RFQ** 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 RFQ.

1.1.7. **Successful Proposer or Management Firm** means a Proposer who is a Management Firm and/or Licensed General Contractor that is awarded a Contract as a result of its proposal submitted in response to this RFQ.

1.2. Issuance of Addenda

If this RFQ is amended, the Authority will issue an appropriate addendum to the RFQ. 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 RFQ, 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., EST, 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 GSG, 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 RFQ 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 RFQ 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, Inc.
Attn: Tammy Peters
1500 Mahan Drive, Suite 250, Tallahassee, FL 32308
tpeters@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 GSG 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 RFQ.

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 RFQ 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 RFQ.

1.9.6. All expenses involved in the preparation, submission, and participation in the selection and contracting process pursuant to this RFQ 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 RFQ 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 RFQ. 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 RFQ 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 RFQ, 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 RFQ 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 RFQ 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 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 RFQ, 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 RFQ 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 RFQ and Contract.

1.23. Venue

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

1.24. Construction

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

1.25. Order of Precedence

The provisions of the RFQ, 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 RFQ and Contract. In the event of an inconsistency between the provisions of the RFQ or Contract hereto, the Order of Precedence shall be followed:

- a. Florida law.
- b. Contract.
- c. RFQ 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 three (3) 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 FIVE (5) 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 RFQ.

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 RFQ 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 RFQ 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 RFQ Document(s). No oral interpretations of this RFQ, 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
RFQ Released	October 3, 2022
Cut-Off date for Questions	October 25, 2022
Responses to Technical Questions Provided	October 31, 2022

Responses Due and Opened	November 4, 2022, 3:00 p.m.
Evaluation of Proposals	November – December, 2022
Oral Presentations	November – December, 2022*
Final Scoring/Ranking/Selection by Board	November 2022 – January 2023
Posting of Intent to Award	November 2022 – January 2023
Authority Consideration of Intent to Award and Approval to Negotiate Contract	November 2022 – January 2023
Contract Negotiations Begin	November 2022 – January 2023
Authority Approval of Award and Contract	November 2022 – January 2023
Anticipated Beginning of Work	November 2022 – January 2023

*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 Basic Services. The Management Firm shall provide the following basic services to the Authority, as further described in Section 3.0 of the Consulting Services Agreement attached hereto:

- a. Provide for the general administration and management of Authority activities, as directed and overseen by the Board.
- b. Prepare Board meeting agendas and appurtenant materials and ensure such materials are timely disseminated to Board members, other Authority consultants, and the public prior to each meeting of the Authority.
- c. Attend all Board meetings and present items to the Board.
- d. Coordinate and communicate with Authority Board Members and various consultants, vendors, employees, and agents retained by the Authority and the host governments.
- e. Oversee and manage the various consultants, vendors, and other agents retained by the Authority, as directed by the Board, to ensure the successful and timely construction of the water and wastewater utility infrastructure projects, the successful provision of utility services upon completion of such projects, and the overall successful functioning of the Authority.

f. Ensure compliance with all requirements applicable to independent special districts under Florida law, including reporting, record keeping, and public communication and outreach, and communicate with the Department of Economic Opportunity on behalf of the Authority where necessary with respect to such special district requirements.

g. Coordinate and communicate with Authority Board Members and various consultants and vendors retained by the Authority to further the goals and objectives of the Authority.

h. Prepare and disseminate procurements and solicitations of goods and services as directed by the Board, pursuant to the Authority's adopted Purchasing Policy and applicable state and Federal law, in conjunction with the Authority's General Counsel.

i. Serve as custodian of public records to the Authority and ensure Authority records are retained and managed, and requests to inspect and copy Authority records are processed, in accordance with Florida law.

j. Supervise, oversee, and continually update the Board as to the status of contracts and agreements entered into between the Authority and other consultants, entities, and vendors, in consultation with the Authority's General Counsel where required.

k. Administer an official website for the Authority that meets the requirements for special district websites described in chapter 189, Florida Statutes.

l. Serve as the lead entity responsible for preparation of the Authority's annual budget, as directed by and in consultation and coordination with the Board and such other consultants as the Board may employ.

m. Provide comprehensive financial services to the Authority, including financial management, accounting, auditing, payment processing, and record keeping services in accordance with GAAP and GASB requirements for government accounting and applicable Florida law.

n. Provide comprehensive grant management, oversight, accounting, reporting, and tracking, and related grant services.

o. Advertise and market the services, facilities, and programs offered by the Authority in order to promote development in the Corridor Area, if directed by the Authority Board.

4.2 Additional Services. As directed by the Board, the Management Firm shall provide the following additional services to the Authority, as further described in Section 3.0 of the Consulting Services Agreement attached hereto:

a. Provide such other additional services as 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 RFQ 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 the this RFQ, 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.
- Permitting: provide a description of the firm’s experience in dealing with federal, state, and local permitting and regulatory agencies.
- Provide at least three (3) projects completed within the last five (5) 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.

TAB 4 – CURRENT AND PROJECTED WORKLOAD

Provide current and projected description of current workload. Provide a description of the Proposers ability to meet the Project deadlines established in Section 3.0 hereof.

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 services to be provided.

TAB 6 – FEE PROPOSAL

Proposers shall provide a fee proposal structured as provided below. 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 schedule shall be structured as follows:

1. Basic Services – Provide a monthly flat fee for the performance of all services identified as “Basic Services” in Section 4.1 above. If you wish to propose an hourly rate for the performance of certain specific Basic Services, identify which Basic Services would be subject to hourly rates.
2. Additional Services – Provide an hourly fee schedule applicable to the Proposer’s performance of “Additional Services,” as described in Section 4.2 above. In providing the hourly fee schedule for Additional Services, provide a detailed breakdown of rates charged by the applicable employees, agents, and other personnel who will be performing the services.

In addition to the fee proposal described above, Proposers may also provide any alternative fee structure that they wish for the Authority to consider.

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 RFQ.

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 RFQ as Appendix D. Failure to note an exception and explanation on a particular Contract term shall make such terms non-negotiable during competitive negotiation.

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 RFQ requirements.

5.3.6.1. If submitted by mail, 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 to the Authority once daily. 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 GSG at the address listed below. Sealed Proposals are to be addressed as follows:

Government Services Group, Inc.
Attn: Tammy Peters
1500 Mahan Drive, Suite 250, Tallahassee, FL 32308

SECTION 6.0. PROPOSAL DUE DATE AND TIME, OPENING

6.1. Proposal Due Date: Sealed proposals must be received by Tammy Peters at the above listed address, or her designee, not later than 3:00 pm, eastern standard time, on November 4, 2022. Proposals received after this date and time will not be considered.

6.2. Public Opening: Proposals will be opened and announced publicly at the Authority Main Conference Room, 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 RFQ (or a reissued RFQ 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. EVALUTION OF PROPOSALS AND SELECTION PROCESS

7.1. Proposals to this RFQ 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 RFQ 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 RFQ using the following weighted criteria:

CRITERIA	MAXIMUM POINTS
a. Ability of Personnel (Tab 1,2)	20
b. Experience of Firm and References (Tab 1,3)	25
c. Availability of Workload (Tab 4)	15
d. Fee Proposal	30
e. MBE State Certification	5
f. Oral Presentations (if requested)	5

	Total	100 (95 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 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.

7.7. 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.

7.8. 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 RFQ or in the proposal received as a result of this RFQ. 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. 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.

8.2. The construction, interpretation, and performance of this RFQ, 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 RFQ, any addenda, response, and the contract issued as a result of this RFQ.

8.3. 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.

8.4. Unless such time is extended by the Authority, the successful Proposer shall, within thirty (30) calendar days after Notice of Award is issued by the Authority, sign and enter into a contract with the Authority, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

**REQUEST FOR QUALIFICATIONS FOR CONTINUING
PROFESSIONAL CONSULTING SERVICES**

GENERAL MANAGEMENT SERVICES

APPENDICES A-C

- ***This Page Intentionally Left Blank*** -

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 RFQ _____, 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 _____

- ***This Page Intentionally Left Blank*** -

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 RFQ. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFQ:

- ____ A. Completed Proposal Response Cover Sheet with Signature (Appendix A)
- ____ B. Checklist of Required Forms, Documents, Certifications (Appendix B)
- ____ C. 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
- ____ D. Contract Documents (Appendix D)

- *This Page Left Intentionally Blank* -

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

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Highway 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 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.

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

RFQ 2022-1 General Management Services

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 _____, 2022.

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

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

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 Highway 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 actions of the Highway 79 Corridor Authority with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of the Highway 79 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 Highway 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 _____, 2022.

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
(Attach Additional Forms if Necessary)

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:
Subcontract 8 Name: City/State/Zip: Services to Perform and Percentage:
Subcontract 9 Name: City/State/Zip: Services to Perform and Percentage:
Subcontract 10 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 Highway 79 Corridor Authority upon request.

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

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**APPENDIX C-12
TRENCH SAFETY ACT**

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Chapter 553, Part VI, Florida Statutes. The Bidder further identifies the cost to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF,SY)	Unit Quantity	Unit Cost	Extended Cost
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
Total \$ _____				

Failure to complete the above may result in the Bid being declared non-responsive.

Dated _____ Bidder _____

By _____

**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 QUALIFICATIONS FOR CONTINUING
PROFESSIONAL CONSULTING SERVICES**

GENERAL MANAGEMENT SERVICES

APPENDIX D – DRAFT CONTRACT

CONSULTING SERVICES AGREEMENT

This Contract is made and entered into this _____ day of _____, 2022, by and between the Hwy 79 Corridor Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes (“Authority”), and _____, whose principal place of business is at _____, whose Federal I.D. number is _____ (“Consultant”), in connection with Request for Qualifications No. 22-1 for General Management Services and the professional consulting services set forth therein.

WITNESSETH

WHEREAS, the Authority has pursued certain general management services pursuant to RFQ No. 22-1; and

WHEREAS, the Authority desires to obtain the continuing services of the Consultant for a term of three (3) years with two (2) optional one (1)-year renewal periods to provide the general management services further described herein.

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

1.0 Consultant’s Responsibility; Definitions

1.1 Consultant shall provide continuing general management and additional services to the Authority for the duration of the Contract.

2.0 Term

2.1 The Effective Date of this Agreement shall be the date on which it is executed by the last party to sign the Agreement. The initial term of this Agreement shall be three (3) years from the Effective Date, unless otherwise terminated as provided herein.

2.2 Following the initial three (3) year term, this Agreement may be extended for up to two (2) additional one (1) year periods upon mutual agreement of the parties, or for such other period of time as may be mutually agreed upon by the Parties in writing.

3.0 Scope of Services to Be Performed by Consultant, Performance Schedule. As authorized or required by the Authority in a Work Authorization (except where otherwise indicated), Consultant shall perform or obtain from others the services described in this section 3.0.

3.1 Basic Services. Consultant shall perform the following Basic Services, as overseen by the Authority Board of Directors (“Board”). Consultant is authorized to proceed with the provision of all such Basic Services as of the Effective Date of the Agreement.

a. Provide for the general administration and management of Authority activities, as directed and overseen by the Board.

b. Prepare Board meeting agendas and appurtenant materials and ensure such materials are timely disseminated to Board members, other Authority consultants, and the public prior to each meeting of the Authority.

c. Attend all Board meetings and present items to the Board.

d. Coordinate and communicate with Authority Board Members and various consultants, vendors, employees, and agents retained by the Authority and the host governments.

e. Ensure compliance with all requirements applicable to independent special districts under Florida law, including reporting, record keeping, and public communication and outreach, and communicate with the Department of Economic Opportunity on behalf of the Authority where necessary with respect to such special district requirements.

f. Coordinate and communicate with Authority Board Members and various consultants and vendors retained by the Authority to further the goals and objectives of the Authority.

g. Prepare and disseminate procurements and solicitations of goods and services as directed by the Board, pursuant to the Authority’s adopted Purchasing Policy and applicable state and Federal law, in conjunction with the Authority’s General Counsel.

h. Serve as custodian of public records to the Authority and ensure Authority records are retained and managed, and requests to inspect and copy Authority records are processed, in accordance with Florida law.

i. Supervise, oversee, and continually update the Board as to the status of contracts and agreements entered into between the Authority and other consultants, entities, and vendors, in consultation with the Authority's General Counsel where required.

j. Administer an official website for the Authority that meets the requirements for special district websites described in chapter 189, Florida Statutes.

k. Serve as the lead entity responsible for preparation of the Authority's annual budget, as directed by and in consultation and coordination with the Board and such other consultants as the Board may employ.

l. Provide comprehensive financial services to the Authority, including financial management, accounting, auditing, payment processing, and record keeping services in accordance with GAAP and GASB requirements for government accounting and applicable Florida law.

m. Provide comprehensive grant management, oversight, accounting, reporting, and tracking, and related grant services.

n. Advertise and market the services, facilities, and programs offered by the Authority in order to promote development in the Corridor Area, if directed by the Authority Board.

3.3 Additional Services. As authorized or required by the Authority in a Work Authorization, Consultant shall also perform the following Additional Services:

a. Provide such other additional services as may be specifically designated and authorized by the Authority in writing.

3.4 Modifications to Scope. The Authority reserves the right, in its sole discretion, to reduce the scope of services described in this Section 3.0, including the right to eliminate some or all of the services described herein from the scope of services to be provided by the Consultant. At the Authority's discretion, the Authority may assign some or all of the services described herein to other vendors, consultants, and employees.

4.0 Compensation

4.1 General

4.1.1 For the services provided by Consultant under this Contract, the Authority shall pay Consultant in accordance with the fee schedule set forth in Exhibit B, attached hereto, and within any approved Work Authorization, where applicable.

4.1.2 Invoices must reference the applicable Contract and Work Authorization (where applicable) 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:

[TO COME]

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. Additional documents may be requested by the Authority and, if so requested, shall be furnished by Consultant to the Authority's satisfaction.

4.1.7 Consultant shall 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, 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 subcontractor 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 Waive 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: TAMMY PETERS AT GOVERNMENT SERVICES GROUP, INC., 1500 MAHAN DRIVE, SUITE 250, TALLAHASSEE, FLORIDA 32308, 850-681-3717, TPETERS@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: [TO COME]

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: [TO COME]

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.

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 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 any grant awards that will fund some or all of the services to be performed hereunder, in addition to all applicable federal laws, rules, and regulations, including but not limited to 2 CFR 200. Consultant shall comply with the federal terms and conditions attached hereto as Exhibit C, as applicable.

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: _____

Attest:

By: _____
Corporate Secretary

a _____ Corporation

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
(Type of Identification) stated 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
ADDITIONAL SERVICES AUTHORIZATION FORM

Work Authorization No. ____
RFQ 22-1

Professional Services Agreement Between

the Hwy 79 Corridor Authority

and

(Insert Management Firm)

A. SUMMARY OF ADDITIONAL SERVICES TO BE RENDERED

This work authorization addresses the following additional services:

[TO COME]

B. PROJECT COST:

PROJECT: XX XXX

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

LUMP SUM FEE: \$

or

HOURLY 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.

APPROVED BY:

For the Authority

Consultant

Print Name:

Print Name:

Dated this ____ day of _____, 202X.

EXHIBIT B
FEE SCHEDULE

[TO COME]

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

FEDERAL PROVISIONS APPLICABLE TO AGREEMENT

The projects or services to be performed under this Agreement may be fully or partially funded by Federal grants. For all such federal grant funded projects or services, the Consultant will be required to comply with the following provisions, as applicable:

1. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Consultant's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Consultant and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant agrees to use affirmative steps, and to require its subcontractors and sub-Consultants to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;
5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).
7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or

women. Prior to award of any subcontract under this Agreement, Consultant shall document its efforts made to comply with the requirements of this paragraph. The Consultant shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

2. Equal Opportunity. During the performance of this Agreement, the Consultant agrees as follows:

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

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

4. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

8. The Consultant shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

3. **Drug Free Workplace Requirements:** All Consultants and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Consultant to take certain actions to provide a drug-free workplace.

4. **Davis-Bacon Act:** If applicable, the Consultant agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Consultant and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Consultant and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Consultant shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Consultant shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

5. **Copeland Anti Kick Back Act:** Consultant and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Consultant and its contractors are prohibited from inducing by any

means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

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

7. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

9. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Consultant shall ensure that its subcontractors comply with this requirement.

10. **Federal Changes:** Consultant shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract. The failure of this Attachment to specifically reference a particular federal or state law, regulation, policy or directive shall not excuse Consultant from compliance with same to the extent such law, regulation, policy, or directive is applicable to Consultant's performance of the project or services.

11. **Safeguarding Personal Identifiable Information:** Consultant and its subcontractors will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

12. **Right to Inventions Under Federal Grants.** If applicable, Consultant shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

13. **Mandatory Disclosures (2 CFR 200.113).** The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339.

14. **Domestic preferences for procurements (2 CFR 200.322).**

(a) As appropriate and to the extent consistent with law, the Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements

of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

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

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

15. **Trafficking Victims Protection Act (2 CFR Part 175)**

The Consultant shall include adhere to the following and shall include the following language in all subcontracts:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, Consultants under this award, and Consultants' employees may not -

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the awarding/subawarding agency may unilaterally terminate this award, without penalty, if you or a Consultant that is a private entity -

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -

A. Associated with performance under this award; or

B. Imputed to you or the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a Consultant that is a private entity -

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -

i. Associated with performance under this award; or

ii. Imputed to the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a Consultant who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

16. **No Obligation By Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the Consultant, or any other party pertaining to any matter resulting from this Agreement.

17. **Federal Agency Seals, Logos and Flags.** The Consultant shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

18. **Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Consultant and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of

critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, Consultant shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Consultant shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

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

Attachment D-4
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

On behalf of the Consultant, the undersigned certifies, to the best of his or her knowledge, that:

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

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

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

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

**REQUEST FOR QUALIFICATIONS FOR CONTINUING
PROFESSIONAL CONSULTING SERVICES**

GENERAL MANAGEMENT SERVICES

EXHIBIT E – LEGAL ADVERTISEMENT

HIGHWAY 79 CORRIDOR AUTHORITY

REQUEST FOR QUALIFICATIONS RFQ No. 2022-XX

FOR:

SPECIAL DISTRICT MANAGEMENT SERVICES

Proposal Due Date/Time: November 4, 2022 @ 3:00 PM EST

The Highway 79 Corridor Authority (the “Authority”) is seeking proposals from qualifying consulting firms and individuals to provide special district management services.

The Authority is a special district government entity created in order to own, 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 Authority recently completed the construction and installation of approximately 2.3 miles of water and sewer infrastructure. 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 Authority requires a firm or person capable of providing special district management services, including: general administration and oversight; attendance at and participation in Authority Board meetings; preparation of Board meeting agendas; performing public records custodial duties in accordance with Florida law; ensuring compliance with statutory requirements applicable to Florida special districts; financial reporting, budgeting, and record keeping; coordination and communication with Authority Board Members and various consultants and vendors retained by the Authority; and other related tasks.

Sealed proposals for the above-described services will be received at 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308 until **November 4, 2022, at 3:00 PM Eastern Standard Time**, 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 Qualifications (“RFQ”) package, which contains additional information regarding this solicitation and instructions related to filing a proposal, from the Washington County website at www.washingtonfl.com or by contacting Tammy Peters, Government Services Group, Inc. at (850) 681-3717.

All inquiries and requests for clarification concerning the RFQ shall be submitted in writing and in accordance with the RFQ. 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 Tammy Peters, Government Services Group, Inc. 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 Tammy Peters via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).