

REQUEST FOR PROPOSALS
HIGHWAY 79 CORRIDOR AUTHORITY
CONTINUING GRANT WRITING
AND
GRANT PROGRAM ADMINISTRATION SERVICES
RFP NO: 2022-1

RESPONSE DEADLINE: November 4, 2022 @ 3:00 P.M. ET

RESPONSES ARE TO BE SUBMITTED TO:

**GOVERNMENT
SERVICES GROUP
Attn: Tammy Peters
1500 Mahan Drive Suite 250,
Tallahassee, FL 32308**

BID OPENING: November 4, 2022 @ 3:15 P.M. ET at the above address.

INSTRUCTIONS TO RESPONDENTS

The Highway 79 Corridor Authority is soliciting proposals to retain a Professional Consultant(s) on a continuing basis, to assist the Authority in researching and identifying potential grant opportunities and to provide strategic Grant Writing Services associated with the completion and submission of grant applications including Technical Assistance and Program Administration services.

The Authority reserves the right to enter into non-exclusive agreements with multiple respondents, waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest for the Authority.

All submittals must include one **(1) original, three (3) copies, and one (1) USB Drive** and be addressed to:

**Government Services Group
Attn: Tammy Peters
1500 Mahan Dr Ste 250
Tallahassee, FL 32308**

Submittals must be **received** at the address listed above no later than **November 4, 2022 @ 3:00 P.M ET.** Late responses will not be accepted, regardless of the reason.

Submittal envelopes must be sealed and marked with the **RFP No. 2022-1, “Grant Writing/Program Administration”, due date, and name of respondent** to identify the enclosed submittal. If more than one envelope is needed, please mark “1 of 2”, “2 of 2”, etc.

INTERPRETATION OF SPECIFICATIONS

All questions pertaining to the terms and conditions of the scope of work must be submitted **in writing or by e-mail** as shown below:

**GOVERNMENT
SERVICES GROUP
Attn: Tammy Peters
1500 Mahan Drive Suite 250,
Tallahassee, FL 32308
tpeters@govserv.com**

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with Florida Statutes 287.057(23), “Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the Authority concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.” **Questions must be submitted in writing.**

All questions must be received at least ten (10) calendar days prior to the scheduled opening of submittals. Any interpretation of these terms, conditions, and/or specifications, if made, will be only by Addendum issued by the Authority. A copy of such Addendum will be e-mailed to each respondent that requested a copy of this Request for Proposals. **IT IS THE RESPONSIBILITY OF THE RESPONDENT TO CHECK FOR ANY ADDENDA PRIOR TO SUBMITTING.**

The Authority reserves the right to reject any or all submittals, to waive informalities in the submittals, and to re-advertise for submittals. The Authority also reserves the right to separately accept or reject any item or items of a submittal and to award and/or negotiate a contract in its best interest.

**HIGHWAY 79 CORRIDOR AUTHORITY
CONTINUING GRANT WRITING
AND
GRANT PROGRAM ADMINISTRATION SERVICES
RFP NO: 2022-1**

SCOPE OF SERVICES

HIGHWAY 79 CORRIDOR AUTHORITY
CONTINUING GRANT WRITING
AND
PROGRAM ADMINISTRATION SERVICES
RFP NO: 2022-1

The Highway 79 Corridor Authority (Authority) is soliciting Proposals from qualified firms to perform Continuing Grant Writing and Grant Program Administration Services in compliance with and as supported by various programs including but not limited to those governed by the Florida Department of Economic Opportunity (FDEO), the Florida Department of Emergency Management (FDEM), the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), the Federal Emergency Management Agency (FEMA), the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Agriculture (USDA), and the U.S. Economic Development Administration (EDA). Awarded firms shall be responsible for the performance of all required contracted consulting services as well as any and all associated services as required by the Authority. All submitted Bids/Proposals shall be for principal firms and may include sub-contractors.

In addition to other programs/agencies, the U.S. Department of Housing and Urban Development may make eligible Community Development Block Grant funds to the Authority or activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) (“HUD Act”). Please note Section 3 of the HUD Act of 1968 seeks to foster local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 businesses under the HUD Act are encouraged to submit a Bid/Proposal as any responsive, responsible, business that qualifies as a Section 3 business concern will be given a preference during evaluation. A respondent selected for these projects will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made.

Grant Writing and Administration services shall include, but not be limited to, funding opportunity research/identification, grant application development and submission, identifying project/program needs, formulating appropriate grant solutions, developing program linkages, reviewing and developing necessary policies and procedures, developing and administering the program(s), conducting environmental review(s), monitoring of contractors and project activities to ensure program compliance, coordinating with all funding agencies, developing and administering agency contract(s), tracking and managing program funds in compliance with program guidelines, oversight of citizen complaint processes, providing reports and technical assistance required to complete grant/loan programs and as requested by the Authority, and Contract Management.

The Authority hereby notifies all that it will take affirmative action to ensure that disadvantaged and women business enterprises will be afforded full opportunity to participate in any contract which may result from this request for submittals and will not be discriminated against on the grounds of race, color, national origin, sex, religion, age or physical handicap in consideration of contract award.

Bids/Proposals shall be reviewed by the Authority Board of Directors, ranked based upon the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Contingent upon successful ranking of Bids/Proposals and negotiation of a contract, nothing shall preclude the Authority from selecting a single, qualified firm to provide all services.

Bids/Proposals must contain complete, detailed responses to requests for information contained in this document and any subsequent addenda issued regarding this RFP. Bids/Proposals must conform to the following structure, and must incorporate information regarding subcontractors where applicable:

1. All proposals must be submitted in accordance with the instructions outlined herein to receive consideration. Any respondent submitting inadequate, incorrect, or incomplete information may not receive consideration. Proposals should be brief and to the point. The Authority reserves the right to reject any and all proposals, waive irregularities in the proposal and the negotiations, and to request additional information from proposers if deemed necessary.
2. **Letter of Transmittal:** The respondent shall submit a "Letter of Transmittal" which shall as a minimum contain the following:
 - a. State the location of the office from which the work is to be accomplished.
 - b. Describe the firm's general qualifications and the range of activities performed by the firm.
 - c. Briefly state the proposer's familiarity with the Authority's existing needs that are relevant to the proposed project(s).
 - d. Indicate if respondent personnel have previously developed and/or administered any grant projects for the Authority and/or for other jurisdictions.
 - e. Certify that the respondent will provide professional guidance to the Authority relative to compliance with applicable federal, state, and local laws and regulations.
 - f. Indicate if your firm is a Certified Women's or Minority Business Enterprise (W/MBE).
 - g. Provide any additional information that the respondent feels is essential to their proposal.
 - h. State that the person signing the "Letter of Transmittal" is authorized to bind the proposer.
3. **All proposals shall include each of the following:**
 - a. Indicate why the respondent is qualified to undertake the required writing, administration, and management services.
 - b. Describe the technical approach to be taken in addressing the scope of work, including a delineation of specific tasks to be undertaken.
 - c. Include a description of relevant work experience for each person assigned to this project.
 - d. Describe experience with writing/administering grants for Florida jurisdictions and other Governmental Agencies.
 - e. Identify specific federal and/or state grants that were successfully obtained and administered on behalf of other entities.
 - f. Provide a fee proposal. The fee proposal shall indicate with specificity how the respondent would be compensated for all services performed. The Authority's preference is to fund as much of the cost of grant writing and administration out of grant awards as is legally permissible under state/federal laws and regulations. The respondent should also certify that if selected as the most qualified respondent, it will negotiate a fair and reasonable price not to exceed the Authority's approved budget.
 - g. Furthermore, the respondent shall certify that to the best of their knowledge and belief all the information herein submitted for consideration and evaluation is true, correct, and accurate.
4. **Insurance Requirements.**
 - a. The successful firm will be required to provide evidence of the following insurance. Additional requirements related to insurance are contained in the attached draft contract and should be reviewed by all proposers, including requirements related to the naming of the Authority as an additional insured and waiver of subrogation.
 - b. Workers' Compensation insurance as required by the State of Florida.
 - 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, \$50,000 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 for damages for claims arising out of the work performed by the firm in connection with the services performed under this RFP in the amount of \$1,000,000 per occurrence.

Note: Insurance requirements will change from time to time. Amounts of insurance will meet the minimum amounts and limits required by the State of Florida and the Authority.

5. Affidavits and Acknowledgements (attached). All proposals shall include the following executed forms:

- a. Equal Opportunity Report Statement
- b. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Primary Covered Transactions
- c. Byrd Anti-Lobbying Compliance and Certification Regarding Lobbying
- d. Certification of Non-segregated Facilities
- e. Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Public Entity Crimes
- f. Public Entity Crime Statement
- g. Drug-free Workplace Certification
- h. Anti-Collusion Clause Form
- i. Federal Grant Required Contract Clauses:
- j. Anti-Kickback Affidavit
- k. Draft Contract (for informational purposes, does not need to be submitted with proposal)

The qualifications for professional Services will be evaluated using the following criteria:

- 1) 20 points Company/Firm qualifications and capabilities
- 2) 20 points Key Professional Personnel qualifications and capabilities
- 3) 25 points Successful Obtaining and Administration of State and Federal Grant Programs for Other Entities
- 4) 10 points Client references
- 5) 25 points Fee Proposal.

In case of a tie, MBE/WBE Status will be given priority.

The previous criteria are shown in the required submittal format, not to be deviated from by prospective consultants. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any such submittal. The Authority is an Equal Opportunity Employer. Minority/Women owned businesses are encouraged to participate. In compliance with the Florida Sunshine Amendment and Code of Ethics, the Authority strictly enforces open and fair competition in its requests for submittals. **Questions or requests for additional information shall be directed to the Government Services Group by mail at 1500 Mahan Drive Suite 250, Tallahassee, FL 32308 or by email at tpeters@govserv.com.**

The Authority reserves the right to request clarification of any information submitted by respondents. The Authority, with suitable basis as provided for by law, also reserves the right to reject any and all submittals, and to waive any informalities or irregularities in the submittal process. Contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies.

Respondents shall submit **one (1) original, three (3) copies, and one (1) USB Drive** their submittal(s) to the above referenced contact person and address in sealed packages marked clearly with the **RFP No. 2022-1, “Grant Writing/Administration”, due date, and name of respondent** to identify the enclosed submittal. If more than one envelope is needed, please mark “1 of 2”, “2 of 2”, etc.

Responses must be received by **November 4, 2022 @ 3:00 P.M. ET.**

To facilitate effective evaluation, submittals shall be limited to a total of 75 pages. The Appendix forms and documentation, sectional dividers, and front and back covers will not be counted toward the total. Submittals which exceed this length will be considered non-responsive and will not be evaluated. Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the Authority, short lists may be developed, and respondents may be asked to give a short presentation or interview as part of the selection process. The Authority supports Equal Opportunity Employment and Providing Handicapped Access.

A person or affiliate who has been placed on the State of Florida or a Federal convicted vendor list following a conviction for a public entity crime may not submit a response, or reply on a contract to provide any goods or services to a public entity; may not submit a response, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit responses or replies 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 287.017 F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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.

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 indemnities and insurance certificates.

**HIGHWAY 79 CORRIDOR AUTHORITY
CONTINUING GRANT WRITING
AND
PROGRAM ADMINISTRATION SERVICES
RFP NO:**

Respondent A: _____

Respondent B: _____

Respondent C: _____

Respondent D: _____

CRITERIA	Respondent A	Respondent B	Respondent C	Respondent D
<i>Company/Firm qualifications and capabilities: Maximum of 20 Points</i>				
<i>Key Personnel capabilities and qualifications: Maximum of 20 Points</i>				
<i>Successful Obtaining and Administration of State and Federal Grants for Other Entities Maximum of 25 Points</i>				
<i>Client references: Maximum of 10 Points</i>				
<i>Fee Proposal Maximum of 25 Points</i>				
<i>Total Score: (100 possible)</i>				

Ranking: #1 _____
 #2 _____
 #3 _____
 #4 _____

Signature: _____ Date: _____

EQUAL OPPORTUNITY REPORT STATEMENT

The respondent shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of submittal:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation

with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
Primary Covered Transactions**

The respondent certifies that the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for; commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this Request for Submittals, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Highway 79 Corridor Authority.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each submittal or offer exceeding \$100,000). The undersigned [Contractor] 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 Current as of 9-26-16 11 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 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 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

Certification of Non-segregated Facilities

The federally assisted Contractor certifies that he does not maintain or provide for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The federally assisted Contractor certifies that it will not maintain or provide for its employees segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The federally assisted Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term “segregated facilities” means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted Contractor agrees that (except where it has obtained identical certifications from proposed sub-Contractors for specific time periods) it will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that it will retain such certifications in its files.

Signature of Contractor

Title

Date

Return with Submittal RFP NO: 2022-1

**SWORN STATEMENT PURSUANT TO 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: _____ whose business
[print name of entity submitting sworn statement]

address is _____

_____ and (if applicable) its Federal
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 submittal or contract for goods or services to be provided to any public entity or any 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 predecessor or successor of a person convicted of a public entity crime; or
 - 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 into a binding contract and which submittals or applies to submittal 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.

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 the 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 the 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 the 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 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 vendor 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 – State of _____

My Commission expires: _____

[Signature of Notary]

[Printed, typed or stamped commissioned name of Notary Public]

DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the submission date, the respondent is requested to certify that as part of their drug-free workplace program, they have:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in Subsection I.
4. In the statement specified in Subsection I, notified the employees that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer 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 workplace no later than five (5) days after such conviction.
5. Imposed a sanction on or required 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. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace program meeting the foregoing minimum requirements.

[Printed, typed name] _____ [Signature] _____

State of Florida; County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

[Signature of Notary Public] [Printed, typed or stamped name of Notary Public]

[Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to Submittal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

[Signature]

[Date]

CONTINUING SERVICES
RFP NO: 2022-1
ANTI-COLLUSION CLAUSE FORM

The award of a contract or acceptance of submittal is subject to Chapter 112, Florida Statutes*. All respondents must disclose with their submittal the name of any officer, director, or agent who is an Authority (City of Bonifay, Washington County, Holmes County) official or employee, or a member of an official's or employee's immediate family. Further, respondents must disclose the name of any Authority official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the respondent's firm or related business.

CERTIFICATION

|| I declare that I do not have any matters which might give rise to a real or perceived conflict of interest.

|| I hereby disclose that the following named person(s) is an Officer, Director, or Agent who is also an Authority Official, Employee, or member of an Authority officials or Employee's immediate family and could pose a possible conflict of interest:

Name: _____

Affiliation: _____

By signing below, I affirm that I have read and understood the principles of conflict-of-interest disclosure and I have made full disclosure of all matters that may put me in a conflict-of-interest situation in performing my role.

I acknowledge that non-disclosure could result in action being taken to terminate my work with the Authority and potentially bar me from submittals in the future.

Signature

Printed Name

Company

RFP Number: _____ Date: _____

*Florida Statutes Chapter 112.311(5) It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, city, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.

PROGAM REQUIRED CONTRACT CLAUSES:

Execute the acknowledgement set forth below representing you have reviewed the attached mandatory contract clauses that shall be required for all submittals and included language in all agreements:

I, _____, as authorized representative on behalf of
_____(entity) submitting this response to the Authority RFP No.
2022-1, herein acknowledge, consent and accept the following mandatory contract clauses in any and all consulting services agreements to be included but not limited to the following:

(SEE ATTACHED REQUIRED CONTRACT CLAUSES)

PROGRAM REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

a) The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(6) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

b) During the performance of this Agreement, the Contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts

by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted contract" means any agreement or modification thereof between any applicant and a person for work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Contracting with Small and Minority Business, Women's Business, and Labor Surplus Area Firms

The Authority supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Contractor'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 Contractor 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 Contractor agrees to use affirmative steps, and to require its subcontractors 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, Contractor shall document its efforts made to comply with the requirements of this paragraph. The Contractor 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.

3. Copeland Anti-Kickback Act.

- a) This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- b) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is 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.
- c) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a) This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b) As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall 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.
- c) The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply 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.
- d) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e) In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f) The Authority of Bonifay shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph

(c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

5. Compliance With Clean Air Act.

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The contractor agrees to report each violation to the Authority of Bonifay and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

6. Compliance with Federal Water Pollution Control Act.

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The contractor agrees to report each violation to the Authority of Bonifay and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

7. Debarment and Suspension.

- a) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) This certification is a material representation of fact relied upon by the Authority of Bonifay. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the State of Florida and the Authority of Bonifay, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The respondent agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient

9. Procurement of Recovered Materials.

a) In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired-

- i. Competitively within a timeframe providing for compliance with the contract performance schedule
- ii. Meeting contract performance requirements or
- iii. At a reasonable price

b) The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by federal funds. The contractor will comply with all applicable federal law, regulations, executive orders, Federal Emergency Management Agency, and Department of Housing and Urban Development policies, procedures, and directives, as applicable, including, but not limited to:

- a) The Housing and Community Development Act of 1974, as amended;
- b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c) Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d) 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e) Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f) Public Law 114-223: Continuing Appropriations Act, 2017;
- g) Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h) HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i) HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j) HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.
- k) Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701) (as applicable)

11. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

13. Domestic preferences for procurements (2 CFR 200.322).

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

14. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Contractor 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.

ANTI-KICKBACK AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum negotiated will be paid to any employees of the Authority, its officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20_____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each submittal or offer exceeding \$100,000)

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official _____

Date _____

DRAFT CONTRACT

CONSULTING SERVICES AGREEMENT

This Contract is made and entered into this _____ day of _____, 2021, by and between the Highway 79 Corridor Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes, and _____, whose principal place of business is at _____ (the “Consultant”), whose Federal I.D. number is _____, in connection with Request for Proposals No. 22-____ and the professional consulting services set forth therein.

WITNESSETH

WHEREAS, the Authority has pursued certain professional grant writing and administration services pursuant to RFP No. 22-1; and

WHEREAS, the Authority desires to obtain the continuing professional grant writing and administration consulting services of the Consultant for a term of two (2) years with two (2) optional one (1)-year renewal periods, as 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

Consultant shall provide to the Authority continuing professional grant writing and administration services, as further described herein.

2.0 Term

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

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

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

3.1 Consultant shall perform the following services:

3.1.1 Grant writing and Administration services which shall include, but not be limited to, funding opportunity research/identification, grant application development and submission, identifying project/program needs, formulating appropriate grant solutions, developing program linkages, reviewing and developing necessary policies and procedures, developing and administering the program(s), conducting environmental review(s), monitoring of contractors and project activities to ensure program compliance, coordinating with all funding agencies, developing and administering agency contract(s), tracking and managing program funds in compliance with program guidelines, oversight of citizen complaint processes, providing reports and technical assistance required to complete grant/loan programs and as requested by the Authority, and Contract Management.

3.1.2 Consultant shall continually monitor available grant programs and opportunities on behalf of the Authority. Upon identification of a potentially suitable grant program or opportunity, the Consultant shall contact the Authority's General Manager or other designee and present the opportunity. If requested, the Consultant shall make a presentation to the Authority Board of Directors. If directed by the Authority, the Consultant shall make application to the applicable granting agency and take all necessary steps to secure award of the grant funds.

4.0 Compensation

4.1 General

4.1.1 The Authority shall pay Consultant in accordance with the fee schedule set forth in Exhibit B, Fee Schedule, and as further described in each Work Authorization, which may set forth the work or services to be provided by Consultant, the applicable rates, not-to-exceed amounts, and anticipated hours required. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

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

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

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

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

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

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

4.2 Reimbursables

4.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement, if any, shall include copies of paid receipts, invoices or other documentation acceptable to the Authority Clerk. Such documentation shall be sufficient to

establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

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

[TO COME]

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

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

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

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

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

5.0 Insurance

5.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the Authority, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by the Authority, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Authority. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition,

certified, true and exact copies of all insurance policies required shall be provided to the Authority, on a timely basis, if required by the Authority. These Certificates and policies shall contain provisions that thirty (30) days' written notice by registered or certified mail shall be given the Authority of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the Authority applicable to this Project.

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

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

5.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by the Authority, certified, true copies of

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

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

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

5.7. Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.
- b. Employers Liability Insurance with limits of: \$1,000,000 per Accident, \$1,000,000.00 Occupational Disease for 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, \$50,000 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 for damages for claims arising out of the work performed by the Consultant in connection with the services performed under this RFP in the amount of \$1,000,000 per occurrence.
- 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. 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 Authority of Bonifay.

15.0 Termination of Agreement

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

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

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

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

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

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

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

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

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

16.0 Uncontrollable Forces (Force Majeure)

16.1 Neither the Authority nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the

nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

16.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

17.0 Governing Law and Venue

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

18.0 Non-Discrimination

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

19.0 Waiver and Severability

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

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

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

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

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

20.0 Entirety of Agreement

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

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

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

21.0 Modification

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

22.0 Successors and Assigns

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

22.2. The Authority and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Nothing herein

shall be construed as creating any personal liability on the part of any officer or agent of the Authority which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Authority and the Consultant.

23.0 Contingent Fees

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

24.0 Truth-In-Negotiation Certificate

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

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

25.0 Ownership of Documents

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

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

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

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

25.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the Consultant does not transfer all records to the Authority.

25.2.4. Transfer, at no cost, to the Authority all public records in possession of the Consultant upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority, upon request from the Authority, in a format that is compatible with the information technology systems of the Authority. If the Consultant keeps and maintains public records upon the conclusion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records that would apply to the Authority.

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

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
[to come]**

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.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Dr
Suite 200
Tallahassee, FL 32308

As to Consultant:

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

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

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

28.0 Service of Process

As to the Authority: Current Chair of the Authority

As to Consultant:

29.0 Key Personnel

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

Name:

Name:

30.0 Appropriations

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

31.0 Liquidated Damages

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

32.0 Grant Conditions

32.1 In performing the work or services to be performed under this Agreement, Consultant shall ensure compliance with all applicable terms and conditions contained in any grant agreement or award which provides funding for same, as well as all applicable state or federal laws, rules, and regulations.

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: _____

Date Approved: _____

[INSERT CONSULTANT]

Attest:

a _____ Corporation

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

SEAL

DATE: _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

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

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

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

(Type of Identification)

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

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

EXHIBIT A
WORK AUTHORIZATION FORM

Work Authorization No.
RFP 22-1

Professional Services Agreement Between

the Hwy 79 Corridor Authority

and

(Insert Firm)

A. SUMMARY OF SERVICES TO BE RENDERED

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

The project is required...

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

B. PROJECT COST:

PROJECT: XX XXX

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

LUMP SUM FEE: \$

or

NOT-TO-EXCEED FEE: \$

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

C. NOTICE/PROJECT MANAGER OF CONSULTANT

APPROVED BY:

For the Authority

Firm

Print Name:

Print Name:

Dated this ____ day of _____, 201X.

EXHIBIT B

FEE SCHEDULE

[TO COME]