

**REQUEST FOR PROPOSALS
FOR
BOARD CLERK SERVICES**

RFP 22-2

HIGHWAY 79 CORRIDOR AUTHORITY

**Date of Issue: _December 12, 2022
Responses Due By: January 18 @ 3:00 PM ET**

MAIL, EMAIL, OR DELIVER RESPONSES TO:

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

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

INTENT, DESCRIPTION OF WORK, AND BACKGROUND

The Highway 79 Corridor Authority (“Authority”), an independent special district created by interlocal agreement between Washington County, Holmes County, and the City of Bonifay, is seeking Proposals from qualifying firms and governmental entities (hereinafter referred to as the “Proposer” or “Organization”) capable of providing Board Clerk services to the Authority. Governmental entities, including the member governments which make up the Authority, capable of providing the services are encouraged to apply.

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

Proposers interested in providing one or more of the Services are instructed to submit their Proposal, in accordance with this RFP, by mail, email, or delivery no later than January 18 @ 3:00 EST to Tammy Peters, Government Services Group, Inc., 1500 Mahan Drive, Suite 250, Tallahassee, FL 32308, tpeters@govserv.com.

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

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

ADA –Special Accommodations: Any person requiring accommodations due to a disability should call Tammy Peters, Government Services Group, Inc. (“GSG”) at (850) 681-3717 at least five (5) working days prior to any pre-response Conference, response opening, or meeting.

The RFP and any addenda issued are available on the Authority’s website at www.79project.com or by contacting Tammy Peters at (850) 681-3717.

Description of Work:

The Authority requires an Organization capable of providing Board Clerk Services (the “Services”) to the Authority Board of Directors (“Board”). The scope of Services includes the following, as more particularly described in Section 3.1 hereof:

- Prepare Board meeting agendas and agenda packages and ensure such materials are timely disseminated to Board members, other Authority consultants, and the public prior to each meeting of the Authority Board
- Attending all Board meetings and taking minutes at such meetings
- Noticing/advertising of Authority Board meetings in accordance with Florida law and the Authority’s adopted policies
- Coordinate and communicate with Authority Board Members and various consultants, vendors, employees, and agents retained by the Authority and the member governments.

- Maintaining the Authority website
- Serve as custodian of public records to the Authority and ensure Authority records are retained and managed. Requests to inspect and copy Authority records are processed in accordance with Florida law.
- Ensure compliance with all requirements applicable to independent special districts under Florida law, including reporting, record keeping, and public communication and outreach, and communicate with the Department of Economic Opportunity on behalf of the Authority where necessary with respect to such special district requirements

Background:

Holmes County, Washington County, and the City of Bonifay, Florida, have formed the Authority in order to plan for, construct, own, improve, operate, and maintain water and wastewater utility facilities within a certain defined geographic area existing within portions of Washington County, Holmes County, and the City of Bonifay. The Authority recently completed the construction and installation of approximately 2.3 miles of water and sewer infrastructure. These infrastructure improvements, along with corresponding planning and zoning changes are designed to draw new businesses and development to the Corridor Area and generate a positive economic impact.

The Authority is the retail water and wastewater utility provider to all customers within its service area. The Authority receives bulk water/wastewater service through a wholesale agreement with the City of Bonifay. The Authority is responsible for the operation and maintenance of the water and wastewater system, which is currently performed by a contract with US Water Corporation, which also provides customer service and billing to the Authority. While the Authority currently has no utility customers, it is anticipated that there will be several new customer connections in the near future.

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

SECTION 1.0. STANDARD TERMS AND CONDITIONS (STAC)

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

1.1. Definitions

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

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

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

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

1.1.4. **Contract** means the legally enforceable document agreed to and signed by the Authority and successful Proposer(s) (collectively referred to as the “Parties”).

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

1.1.6. **Proposer** means any Organization submitting a proposal in response to this RFP.

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

1.2. Issuance of Addenda

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

1.3. Authority Rights

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

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

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

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

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

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

1.4. Status Of Proposer

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

SECTION 2.0. SCHEDULE OF EVENTS

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

ACTION	DATE
RFP Released	December 12, 2022
Responses Due and Opened	January 18, 3:00 p.m.
Evaluation of Proposals	January – February, 2023
Oral Presentations	January – February, 2023*
Final Scoring/Ranking/Selection by Board	January – February, 2023
Posting of Intent to Award	January – February, 2023
Authority Consideration of Intent to Award and Approval to Negotiate Contract	January – February, 2023
Contract Negotiations Begin	January – February, 2023
Authority Approval of Award and Contract	February - March, 2023
Anticipated Beginning of Work	March – April, 2023

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

**All times listed are in Eastern Standard Time.

SECTION 3.0. SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

3.1 Basic Services. The Successful Proposer shall provide the following basic services to the Authority:

- Prepare Board meeting agendas and agenda packages and ensure such materials are timely disseminated to Board members, other Authority consultants, and the public prior to each meeting of the Authority Board
- Attending all Board meetings and taking minutes at such meetings
- Track and monitor all contracts and agreements entered into by the Authority and inform the Authority Board and staff as to the status of such contracts (i.e., contract renewal and expiration dates, etc.)
- Noticing/advertising of Authority Board meetings in accordance with Florida law and the Authority's adopted policies
- Coordinate and communicate with Authority Board Members and various consultants, vendors, employees, and agents retained by the Authority and the member governments.
- Maintaining the Authority website
- Serve as custodian of public records to the Authority and ensure Authority records are retained and managed. Requests to inspect and copy Authority records are processed, in accordance with Florida law.
- Ensure compliance with all requirements applicable to independent special districts under Florida law, including reporting, record keeping, and public communication and outreach, and communicate with the Department of Economic Opportunity on behalf of the Authority where necessary with respect to such special district requirements

3.2 Additional Services. As directed by the Board, the Successful Proposer shall provide other additional services that may be specifically designated and authorized by the Authority in writing.

SECTION 4.0. PROPOSAL RESPONSE REQUIREMENTS

4.1. Proposers shall construct their Proposals in the following format as outlined below.

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

TAB 1 – EXECUTIVE SUMMARY

- Provide a brief summary of the Organization.
- Provide a statement demonstrating the Organization’s understanding as to the Authority’s needs relative to this RFP and its approach to delivering the requested Services.
- Include, at a minimum:
 - Address of the office from which work is to be performed.
 - The name of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and contact numbers.

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

TAB 2 – ABILITY OF PERSONNEL

Provide a listing of all key personnel who will be assigned to provide the Services. Include each individual’s name, function with the Organization, years of experience with the Organization, education, and years of experience specific to the Services being offered. Professional resume and any professional certificates or licenses held should be included for each individual listed.

TAB 3 – FEE PROPOSAL

Provide a fee proposal for the performance of all services. Include a complete list of all related costs proposed to be charged to the Authority, including but not limited to costs incurred for travel, lodging, copies, telephone charges, research, etc., if any.

4.3. Instructions to Proposers.

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

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

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

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

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

4.3.6.1. If submitted by mail, the Proposal submittal shall be enclosed in a sealed envelope addressed to the Authority at the address listed below. Proposals submitted by mail be received in the office of the Authority by the time specified herein for the opening thereof.

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

4.3.6.3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the office of the Authority by the due date and time. The Authority shall not be responsible for delays caused by any occurrence.

SECTION 5.0. PROPOSAL DUE DATE AND TIME, OPENING

5.1. Proposal Due Date: Sealed proposals must be received by Tammy Peters at the above-listed address or her designee no later than 3:00 pm, eastern standard time, on January 18, 2023. Proposals received after this date and time will not be considered.

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

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

SECTION 6.0. EVALUATION OF PROPOSALS AND SELECTION PROCESS

6.1. Proposals to this RFP that satisfy the required qualifications and are deemed to be responsive and responsible shall be evaluated and ranked by the Board. The Board may utilize

other Authority staff and/or consultants who are not members to advise and assist the Board in its review of the Proposals.

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

6.3. It is anticipated that the Authority will approve entering a contract with the top-ranked Organization in accordance with the Highway 79 Corridor Authority Purchasing Policy. The Authority may also elect to enter into a contract with more than one of the Proposers.

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

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

SECTION 7.0. INTENT TO AWARD AND CONTRACT EXECUTION

7.1. The Authority reserves the right to incorporate the successful proposal into the Contract. Failure of an Organization to accept this obligation may result in the cancellation of the award.

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

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

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