

LOBBYING SERVICES AGREEMENT

THIS LOBBYING SERVICES AGREEMENT dated this 1st day of October, 2016, is by and between Leon County, Florida, a political subdivision of the State of Florida (hereinafter the "County") and Capitol Alliance Group, Inc. (hereinafter the "Contractor"), collectively, the "Parties".

RECITALS

WHEREAS, the County is in need of professional lobbying services; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County in this regard.

NOW, THEREFORE, for and in consideration of the forging recitals, the sum of ten dollars (\$10.00) each to the other paid, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which being acknowledged, the Parties do hereby covenant and agree as follows:

1. EFFECTIVE DATE; TERM; RENEWAL

- a. This Agreement shall be effective commencing October 1, 2016 and shall continue until September 30, 2019, hereinafter "Initial Term".
- b. After the Initial Term, this Agreement may be extended for two (2) additional one (1) year Term(s) upon the same terms and conditions as herein set forth, at the sole option of the County.

2. SCOPE OF SERVICES

The Contractor hereby agrees to assist the Board of County Commissioners in enhancing the County's state legislative program as approved by the Board each year and provide the services as delineated in Attachment #1, attached hereto and incorporated herein.

3. WORK

Any work to be performed under this Agreement shall be upon the request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed. The Contractor shall perform lobbying services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto. No amount of work is provided for or guaranteed to the Contractor under this Agreement.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined above, it shall be remunerated by the County, in an amount not to exceed \$70,000.00 annually, to be paid in twelve (12) monthly installment payments of \$5,833.33.

5. PAYMENTS AND PAYMENT DISPUTE RESOLUTION

Payment shall be made and payment disputes resolved in accordance with section 14, Leon County Policy 96-1, as amended. The performance of the County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the Initial Term and any future Term(s).

6. TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give Contractor such thirty (30) days written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the opinion of the County, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by providing a notice of termination to the Contractor.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

7. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees and costs. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration of the Contractor's indemnification of the County.

8. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records

shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph b above. The County may reproduce any written materials generated as a result of the Contractor's work.
- d. To assure that all records required to be maintained by the Contractor hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
- e. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- g. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
 - 1. Keep and maintain public records required by the County to perform the Services required under this Agreement.
 - 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 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 Term of this Agreement and following termination of the Agreement if the Contractor does not transfer the records to the County.
 - 4. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are

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

5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-606-5383, Andy Johnson, Assistant to the County Administrator for Legislative and Strategic Initiatives, johnsonan@leoncountyfl.gov, 301 S. Monroe St., 5th Floor, Tallahassee, FL 32301.

9. NOTICE

- a. Upon execution of the Agreement, the Contractor shall provide in writing, the name of the Contractor's staff member who will be responsible for the submission of all Contractor's records, reports, invoices or documents to the County necessary for the administration of this Agreement.
- b. All invoices must be submitted electronically to Andy Johnson, MPA/MSP, Assistant to the County Administrator for Legislative and Strategic Initiatives, johnsonan@leoncountyfl.gov. All other related correspondence, documents, records or reports shall be submitted to:

Name: Andy Johnson
Address 301 S. Monroe Street
5th Floor
Tallahassee, FL 32301

if not otherwise provided electronically.

- c. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Contractor: Name: Dr. Jeffrey Sharkey
 Address: The Capitol Alliance Group
 106 E. College Ave., Ste. 640
 Tallahassee, FL 32301

Notice to the County: Name: Andy Johnson
 Address: 301 S. Monroe Street
 5th Floor
 Tallahassee, FL 32301

10. CONTRACT MANAGEMENT:

- a. The Assistant to the County Administrator for Legislative and Strategic Initiatives, shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for lobbying services rendered by the Contractor hereunder, unless or until a written notice is provided to the Contractor stating otherwise.
- b. No officer, employee, agent or representative of the Contractor shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties performance under this Agreement.

For the purpose of this section, a Contractor's representative shall include, but not be limited to, the Contractor, if an individual or its employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the Contractor.

The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

11. INSURANCE

The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

12. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement attached hereto as Attachment #2 and incorporated herein, except when the County Good Faith Committee approves an exception.

Any "Good Faith Statement" provided by a Contractor shall follow the requirements of the Florida Statutes, and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage.

For those M/WBE firms listed in their bid, Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office.

Also required is a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

13. MISCELLANEOUS PROVISIONS

a. Status

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or subcontractors under it be considered to be employees of the County.

b. Conflicting Employment

For the duration of this Agreement, the Contractor shall not enter into any other agreements that would ethically conflict with its obligations under this Agreement.

c. Licenses

The Contractor shall be responsible for obtaining and maintaining its city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license to operate, the Contractor shall be in default of this Agreement as of the date such license is lost.

d. Assignments

This Agreement shall not be assigned as a whole or in part without the prior written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the prior written consent of the County.

e. Monitoring

The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this Agreement, and interview any clients and employees of the Contractor to assure the County of the Contractor's satisfactory performance of the terms and conditions of this Agreement.

f. Public Entity Crimes Statement

In accordance with section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor its affiliates have been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be cause for termination of this Agreement by the County.

g. Unauthorized Alien(s) And E-Verify

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for termination of this Agreement by the County.

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “‘Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.
3. Contractor will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform

employment duties within Florida within 3 business days after the date of hire.

b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or any other authorized state agency consistent herewith.

5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.

h. Non-Waiver

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts but the same shall be and remain at all times, in full force and effect.

i. Modifications

This Agreement constitutes the entire understanding of the Parties. Any modifications to this Agreement must be in writing.

j. Venue

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

k. Construction

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

l. Compliance With Anti-Discrimination Legislation

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this

Agreement, the Contractor shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law or County ordinance that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, disability, sexual orientation or gender identity.

m. Headings In This Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either Party, and do not alter any terms of this Agreement.

n. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

o. Force Majeure

If either Party is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of disability. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

p. Survival of Obligations

Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

q. Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

r. Sovereign Immunity

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County, as a political subdivision of the State of Florida, under section 768.28, Florida Statutes, as amended.

s. Dispute Resolution

1. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments, which shall be addressed and resolved in accordance with Section 5.
2. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
 - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
 - b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
 - c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
 - d. Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
 - e. If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that

may be available to it under this Agreement, at law, or in equity.

t. Attorneys' Fees and Costs.

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE FOLLOWS THIS PAGE]

WHERETO, the Parties have set their hands and seals and executed this Agreement the date set forth below.



LEON COUNTY, FLORIDA

CAPITOL ALLIANCE GROUP, INC.

BY: Vincent S. Long, County Administrator

BY: Dr. Jeffrey Sharkey, Managing Partner

Date: 8.24.16

Date: 8/22/16

ATTEST:

Bob Inzer, Clerk of the Court & Comptroller,
Leon County, Florida

BY: John Stott, Deputy Clerk

Approved as to Form:
Leon County Attorney's Office

BY: Herbert W. A. Thiele, Esq.
County Attorney

ATTACHMENT # 1

Leon County Legislative Program -The Consultants will assist in enhancing the Board of County Commissioner's state legislative program. The Consultant will assist the County in identifying legislative opportunities and assist in the development of the County's annual list of goals, priorities and specific proposals to seek appropriation and/or legislative and administrative remedies to strengthen county programs and services. The consultant will work closely with the County's liaison, designee(s), and other County contract lobbyists (as applicable) in the development and ongoing implementation of the program and will provide, at a minimum, the following services:

Meet with County staff and elected officials to assist in the development of the County's annual list of goals, priorities and specific proposals. Identify which of the goals, priorities, and specific proposals could be addressed through the legislative process and assist in developing written material on each request.

Lobby legislators, as well as work with their staff and state government officials to gain support for passage of Leon County projects through the legislative process.

Advocate with the Leon County Legislative Delegation as well as other key members of the Legislature and state agencies in support of the County's goals, priorities, and proposals.

Advocate state agency officials to include applicable County appropriation requests as part of the agency budget.

Lobby the Executive Branch to ensure that Leon County projects receive the Governor's approval.

Regularly provide County staff and the Board of County Commissioners with any new information and actively seek opportunities to enhance the County's state legislative program and provide options as to legislative strategy when necessary.

Revise the County's state legislative program as needed, and as requested by the Board of County Commissioners through County staff.

Monitor and analyze current state legislation and the budget process and report to the County, both orally and in writing, any legislative events that may directly or indirectly impact the County. Attend meetings as necessary.

At the end of each week during session by Friday, 5 PM, provide the County liaison with a report of the past week's activities affecting the County's substantive and appropriations issues and any other issues that could positively or negatively impact the County.

Monitor various state agency actions for potential impact on Leon County and, in the event that action is needed, advise the County.

Testify before legislative committees as appropriate.

At the conclusion of the session, prepare a final report, including the final status of the County's priorities and a summary of the impact of major legislative changes to Leon County.

ATTACHMENT #2

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN

Respondent: Capitol Alliance Group, Inc.

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. This submitted MWBE Participation Plan shall include completion of **Tables 2, 3, 4, certification signature** and submittal of a Good Faith Effort Statement if necessary (See Section 5).

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. State of Florida certification of MBE's and WBE's are not accepted by Leon County.

Section 1:

Aspirational Targets for M/WBE Participation. The aspirational targets for this project are identified in Table 1.

Table 1

Aspirational Targets (as a percentage of the anticipated contract value)

M/WBE Classification	Aspirational Targets	Vendor Proposed Targets
Certified Minority Business Enterprises (MBE)	18%	9%
Certified Woman Business Enterprises (WBE)	9%	4.5%

Table 2

(Professional Services Sub-consultant)

	Please check the appropriate box to designate the level of participation that will be a contractual commitment.	Points
<input type="checkbox"/>	The Respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 10% by certified MBE or WBE firms and will meet or exceed both aspirational targets.	10
<input type="checkbox"/>	The Respondent certifies that they will meet or exceed aspirational targets through subcontracting to certified MBE and WBE firms.	8
<input checked="" type="checkbox"/>	The Respondent certifies that they will meet at least 50% of both aspirational targets through subcontracting to certified MBE and WBE firms and a Good Faith Effort Statement is submitted based on the guidelines referenced in Section 5 of this Participation Plan.	6
<input type="checkbox"/>	The Respondent certifies that they will meet at least 20%, but less than 50%, of both aspirational targets through subcontracting to certified MBE and WBE firms and a Good Faith Effort Statement is submitted based on the guidelines referenced in Section 5 of this Participation Plan.	4
<input type="checkbox"/>	The Respondent will not meet the aspirational targets in any form and has submitted a Good Faith Effort Statement based on the guidelines referenced in Section 5 of this Participation Plan to be considered a responsive bidder, but shall receive zero points.	0

Section 2 - Respondent's Proposed MBE and WBE Participation. Respondent shall complete Table 3, identifying each certified MBE and/or WBE firm they intend to use on this project. Attach additional sheets as necessary.

Table 3
MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group ² (B, A, H, N, F)	Type of Service to Provide
Minority Business Enterprise(s)				
a. JEJ Associates, Inc.	Box 10390 Tallahassee FL, 3230	850-212-8330	H	Lobbying
b.				
c.				
d.				
e.				
Women Business Enterprise(s)				
a. JEJ Associates, Inc.	Box 10390 Tallahassee FL, 3230	850-212-8330	F	Lobbying
b.			F	
c.			F	
d.			F	
e.			F	
<p>¹Certification – Attach and submit a copy of each MBE and WBE certification with the proposal.</p> <p>²Ethnic Group – Use of the following abbreviations: (a) MBE's include: African American (B), Asian American (A), Hispanic American (H) and Native American (N) owned firms; (b) WBEs include Non-Minority Female (F) owned firms.</p>				

If you do not list MBE's and WBE's to meet the listed total aspirational targets, you must complete and submit a **Good Faith Effort** statement. Failure to submit a **Good Faith Effort** statement will result in a non-responsive determination of your submittal, resulting in no consideration of your submittal.

Section 3 - Non-MWBE Subcontractors. Respondent shall complete Table 4 to identify non-MBE's or WBE's subcontractors it anticipates utilizing on the project.

Table 4

Non-MBE and WBE Intended Utilization			
Firm's Name	Firm's Address	Firm's Phone #	Type of Service to Provide
a.			
b.			
c.			
d.			
e.			

Section 4 – Certification - The respondent certifies, acknowledges and agrees that: (1) it has read the M/WBE Participation Plan form; (2) the information the respondent has provided in its submitted Participation Plan and attachments thereto are true and correct; and (3) the undersigned is authorized on behalf of the respondent to make such certification.

Signature  Title Managing Partner Date 8-20-16

Section 5 - General Good Faith Effort Guidelines - A Good Faith Effort statement is required if the Plan does not meet the aspirational target(s) for M/WBE utilization. All respondents, including MBEs and WBEs, shall either meet the aspirational targets or demonstrate in their bid response that a good faith effort was made to meet the aspirational targets. Failure to submit such Good Faith Effort statement will result in the RFP being non-responsive. Policy examples of good faith efforts that respondents can use to demonstrate the good faith efforts they have made follow:

- 1) Advertising for participation by M/WBEs in non-minority and minority publications within the Market Area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied.
- 2) Documenting that the bidding Prime Contractor provided ample time for potential MBE and WBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the Aspirational Target.
- 3) Contacting the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
- 4) Contacting MBEs and WBEs who provide the services needed for the bid or proposal, including a list of all M/WBEs that were contacted and the method of contact.
- 5) Documenting follow-up telephone calls with potential M/WBE Subcontractors encouraging their participation.
- 6) Allowing potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- 7) Contacting the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the respondent is having in reaching the Aspirational Targets.
- 8) Other documentation indicating their Good Faith Efforts to meet the aspirational targets.