

**ADDENDUM NO. 1**  
**REQUEST FOR QUALIFICATIONS**  
**INSURANCE BROKER SERVICES**  
**Titusville - Cocoa Airport Authority**

Date: May 21, 2024

1. Additions:

Attachment C – Draft Professional Services Agreement (see attached)

2. Changes:

- a. Amend all references to **Attachment C – Proposed ~~Contract~~ Agreement** to **Attachment C – Proposed Professional Services Agreement**
- b. Renumber **Section I – Background** beginning with Item 4. Minimum Qualifications (page 5) to 5. Minimum Qualifications etc.
- c. Item 4. *General Scope of Services* [page 4]

*Under the terms of the proposed Contract Agreement included as **Attachment C – Proposed ~~Contract~~ Professional Services** Agreement, the successful Respondent shall provide broker services for an initial period of three (3) years, with ~~one (1) two-year renewal option~~ two (2) one-year options.*

- d. Item ~~16~~17. *Other Conditions* [page 6]

- a. *FAA Required Contract Provisions*

*The Successful Broker must agree to comply with pertinent Federal statutes, Executive Orders, and all other applicable rules as outlined in Exhibit **B** of the Draft ~~Contract~~ **Professional Services** Agreement (refer to **Attachment C** of this RFQ).*

- b. *Florida Required Contract Provisions*

*The Successful Broker must agree to comply with pertinent Florida State statutes and all other applicable rules relevant to Public Information and Procurement Laws as outlined in Exhibit ~~C~~ **B** of the Draft ~~Contract~~ **Professional Services** Agreement (refer to **Attachment C** of this RFQ).*

3. Deletions:

- a. Delete Item ~~4~~ 5.(c) [Page 5]

**4 5. Minimum Qualifications**

*Respondents must have the minimum qualifications to submit an SOQ:*

- ~~c. Access to coverage through the Preferred Governmental Insurance Trust (PGIT).~~

4. Corrections:

- None -

5. Clarifications:

- None -

6. Answers to questions received as of Monday, May 20, 2024

- a. *We have reviewed the RFQ and noted a requirement on page 5, item C. that we might not be able to comply with. "Access to coverage through the Preferred Governmental Insurance Trust (PGIT)". If indeed we are not able to access (PGIT) will that in itself disqualify us? We are still investigating but wanted to pose the question before we devote any more time on the RFQ.*

See Item 3.(a) above.

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**Note: This and any subsequent addendums issued by TCAA shall be acknowledged in the SOQ and will become a part of the solicitation. Failure to acknowledge addendums may result in disqualification from the RFQ process.**

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# DRAFT

## Attachment C Draft Professional Services Agreement INSURANCE BROKER SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between the TITUSVILLE-COCOA AIRPORT AUTHORITY, a political subdivision of the State of Florida (hereinafter referred to as "TCAA"), and \_\_\_\_\_, a \_\_\_\_\_ [corporation, partnership, etc] authorized to transact business in the State of Florida (hereinafter referred to as "BROKER"). Collectively, TCAA and BROKER are hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, the TCAA desires to obtain professional services from a duly qualified, capable, and licensed insurance broker to provide TCAA with guidance and to assist the procurement of liability, property and casualty, and other insurance coverages to protect the interests of the TCAA;

WHEREAS, the TCAA is authorized to enter into contracts for professional services and selected a firm qualified, capable, and licensed to provide the necessary professional services through a qualifications-based selection process;

WHEREAS, the TCAA has issued a Request for Qualifications number RFQ-2024-001 ("RFQ"), and BROKER submitted a responsive Qualifications Proposal;

WHEREAS, the BROKER was the firm selected by TCAA to be the most qualified to furnish the professional services necessary to provide the Services as outlined in the RFQ;

WHEREAS, the BROKER is an insurance brokerage firm, licensed by the Florida Department of Financial Services, holding License Number(s): \_\_\_\_\_ ;

WHEREAS, the BROKER maintains its own minimum insurance coverages as required under Paragraph 8 of this Agreement and has provided certificates of insurance evidencing all such insurance to the TCAA;

WHEREAS, the BROKER represents and warrants it is willing, capable, and fully competent to perform the Services pursuant to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued written agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TCAA and the BROKER hereby agree as follows:

1. Services. This Agreement sets forth the general terms and conditions under which BROKER shall perform and provide the Services for the TCAA as the TCAA instructs from time to time.

The specific Services to be performed by BROKER for the TCAA, and the term of this Agreement are fully described and set forth in Exhibit A – Scope of Professional Services.

2. Term. The term of this Agreement is for three (3) years from the Effective Date with the TCAA's option to extend the Agreement annually for the following two (2) years. Notwithstanding anything in this Agreement to the contrary, the TCAA shall have the exclusive right to terminate this Agreement at any time and for any reason without charge or penalty, in its sole discretion, upon thirty (30) days written notice to BROKER. In the event of such termination by the TCAA, (a) BROKER shall be entitled to a pro-rata amount of any compensation earned under this Agreement but not paid prior to the date of termination and (b) the TCAA shall be entitled to a pro-rata refund of any unearned compensation subsequent to the date of termination paid in advance to BROKER hereunder.
3. Termination Event. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any of the following events (each individually considered a "Termination Event"), all of the rights and privileges of BROKER hereunder shall, at the TCAA's sole option, cease to exist and this Agreement shall automatically terminate:
  - a. BROKER fails to strictly comply with, fulfill, perform, keep or observe any of BROKER's obligations, covenants or conditions under this Agreement within ten (10) days after written demand from the TCAA, time being of the essence;
  - b. BROKER makes any (i) intentional misrepresentation or (ii) unintentional yet material misrepresentation under this Agreement or other instrument or document delivered pursuant hereto;
  - c. The loss of any of BROKER's licenses, registrations or permits necessary to perform the Services or other obligations under this Agreement;
  - d. The appointment of a receiver to take possession, or the attachment, execution, or other judicial seizure, of all or any part of BROKER's assets or business;
  - e. The TCAA determines, in its reasonable discretion, that BROKER is or will be unable to pay its debts as they become due in the ordinary course of BROKER's business; or
  - f. Any voluntary or involuntary petition, or similar pleading, under any bankruptcy act, filed by or against BROKER, or any other voluntary or involuntary proceeding in any court instituted to declare BROKER insolvent or unable to pay its debts. In the event that under applicable law the trustee in bankruptcy or BROKER has the right to affirm this Agreement and continue to perform the obligations of BROKER hereunder, such trustee or BROKER shall, in such time period as may be permitted by the applicable court having jurisdiction, cure all defaults of BROKER hereunder outstanding as of the date of the affirmance of this Agreement and provide to the TCAA such adequate security and assurances as may be necessary to ensure the TCAA the continued performance of BROKER's obligations under this Agreement. Further, the TCAA shall receive all of the protections available to creditors under the United States Bankruptcy

Code including, but not limited to, Section 365 thereof, as amended from time to time.

No right, power or remedy conferred upon or reserved to the TCAA under this Agreement is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Notwithstanding anything in this Agreement to the contrary, upon a Termination Event, the TCAA may retain all payments due to the BROKER at the date of termination until all of the TCAA's damages have been established and deducted from payments due.

4. Duties of BROKER. BROKER shall perform and complete all of the Services to the satisfaction of the TCAA in a good and professional manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In addition, BROKER shall:
  - a. Furnish all of the expertise, management, information, assistance and other requirements necessary to perform the Services to the TCAA's satisfaction;
  - b. Furnish such professional and support staff, equipment and supplies, if any, as may be specifically required to perform the Services to the TCAA's satisfaction;
  - c. Deliver to the TCAA all memoranda, reports, notes, analyses, documents and other instruments as may be reasonably requested from time to time by the TCAA relating to the performance of the Services and BROKER's other obligations under this Agreement;
  - d. Provide the TCAA with prompt notification of any anticipated delays or difficulties in the performance of the Services;
  - e. Designate one or more individuals to act on behalf of BROKER with respect to the Services and with whom the TCAA may confer with respect to the Services; and
  - f. At all times conduct itself in a professional and cooperative manner in the discharge of its obligations under this Agreement.
5. Work Made for Hire, Assignment. All work product, research, notes, drawings, models, reports, analyses, documents, instruments, data and other information prepared by BROKER in connection with the Services (collectively the "Work") shall be deemed work made for hire and made in the course of the Services rendered under this Agreement. To the extent that the Work may not be considered work made for hire, all right, title and interest in the Work is hereby irrevocably assigned to the TCAA by BROKER. As such, the Work shall belong exclusively to the TCAA.
6. Compensation and Written Invoices.
  - a. Subject to the terms and conditions of this Agreement, the TCAA shall pay BROKER for the performance and completion of the Services at the rates and in the manner set forth

- in Exhibit A – Scope of Professional Services attached thereto.
- b. Upon completion and acceptance of the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the TCAA, BROKER shall send the TCAA a written invoice detailing the time and authorized charges for such Services. All such written invoices are payable within sixty (60) days of receipt by the TCAA.
  - c. Notwithstanding anything in this Agreement to the contrary, should BROKER fail to commence, provide, perform or complete any of the Services in a timely and diligent manner, in addition to any other rights or remedies available to the TCAA, including the rights specified under Paragraphs 2 and 3 herein, the TCAA, in its sole discretion, may withhold any and all payments due and owing to BROKER until such time as BROKER resumes performance of its obligations in such a manner so as to satisfy the TCAA.
  - d. After being paid by the TCAA, BROKER shall immediately pay all subcontractors who have submitted invoices for work already performed. If applicable, BROKER shall strictly comply with the provisions of Florida Statute Sections 255.071 through 255.078. Failure of BROKER to pay any subcontractors shall, at the TCAA's option, be considered a material breach of this Agreement and, therefore, a Termination Event hereunder.
7. Licenses. BROKER represents and warrants to the TCAA that it has the resources and expertise necessary to complete the Services in accordance with the terms and conditions of this Agreement. BROKER agrees to obtain and maintain throughout the entire term of this Agreement all licenses, registrations and permits as are required to transact business in the United States, State of Florida, Brevard County and the City of Titusville, including, but not limited to, all licenses and permits required by the respective federal, state, and other governmental agencies responsible for regulating and licensing the Services to be provided by BROKER. The employees, personnel, subcontractors and agents assigned by BROKER to perform the Services shall be qualified to perform the assigned duties and shall be individually licensed, registered, and permitted to perform such duties if required by applicable law. Upon request of the TCAA, BROKER shall provide the TCAA with copies of all applicable licenses, registrations and permits of BROKER and BROKER's employees, personnel, subcontractors and agents required under this Paragraph 7.
8. Insurance. BROKER shall procure and maintain insurance of the types and to the limits specified herein as a mandatory condition precedent to performing Services under this Agreement. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:
- a. Commercial General Liability – commercial general liability (“CGL”) insurance coverage for all operations by or on behalf of BROKER and all Subcontractors of any tier and providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
    - i. premises and operations;
    - ii. products and completed operations;

- iii. broad form property damage;
- iv. contractual liability insuring the obligations, including, but not limited to, the indemnity obligations, assumed by BROKER in this Agreement;
- v. personal injury and advertising liability; and
- vi. products completed operations extension endorsement extending products and completed operations through any applicable statute(s) of repose.

The commercial general liability insurance policy shall be written on an occurrence basis (not a "claims made" basis) in a form at least as broad as CG 00 01 and, if not part of such policy, an endorsement deleting any employee exclusion as to personal injury coverage. Commercial general liability shall be written on a per project basis. Endorsements restricting, limiting or eliminating Product or Completed Operations coverages above shall be identified and approved in writing by TCAA. A Total Pollution exclusion shall have a Hostile Fire Exception. A waiver of subrogation endorsement is required to be issued in favor of the TCAA.

Limits of Liability shall not be less than:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products and Completed Operations Aggregate

- b. Business Auto Liability. Coverage for bodily injury and property damage liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles) having limits of liability of not less than \$1,000,000 combined single limit for each accident for bodily injury and property damage combined. The automobile liability insurance policy shall be written on a form that provides coverage equal or greater than that provided in ISO Form CA 0001.
- c. BROKER Liability Insurance. BROKER liability coverage limits of not less than \$2,000,000 per claim. Said professional liability insurance shall provide insurance coverage for all sums that BROKER shall be obligated to pay as damages for claims or damages arising out of the Services provided or performed by BROKER in conjunction with this Agreement, including, but not necessarily limited to, any acts or omissions of BROKER or its Subcontractors of any tier. BROKER's professional liability insurance shall apply on a primary basis, and any other insurance maintained by the TCAA shall be in excess of and shall not contribute with BROKER's insurance. The professional liability insurance shall also be maintained for a minimum of three (3) years after completion of the Services under the scope of any Assignment pursuant to this Agreement, including any modification(s) thereto. A waiver of subrogation endorsement is required to be issued in favor of the TCAA.
- d. Workers' Compensation and Employer's Liability – Workers' compensation insurance coverage to apply for all employees of BROKER and anyone for whom BROKER may be

liable for workers' compensation claims arising out of or relating to the Services performed under this Agreement or any Assignment for statutory limits in compliance with all applicable state and federal laws and regulations. Companies with three (3) or more employees shall be required to have worker's compensation coverage meeting the minimum requirements of this section. BROKER shall require:

- i. All Subcontractors to similarly provide workers' compensation insurance for their employees and anyone for whom such Subcontractors may be liable for workers' compensation claims arising out of or relating to the Services performed under this Agreement.
  - ii. Employer's liability insurance coverage in the amount of not less than \$1,000,000 for each accident for bodily injury and not less than \$1,000,000 for each employee for bodily injury or disease.
  - iii. Worker's Compensation Leasing shall not be an approved coverage without prior written approval from the TCAA. A Waiver of Subrogation Endorsement is required.
- e. Commercial Umbrella/Excess Liability – follow form commercial umbrella/excess liability insurance, which will be identified to TCAA, in the amount of \$10,000,000. The commercial follow form umbrella/excess liability insurance shall have the same inception and expiration dates as the underlying liability policies and shall provide coverage no less broad than those in the primary policies.
- f. TCAA to be Additional Insured: Each liability insurance policy required by this Agreement shall designate or name the TCAA and the TCAA's officers, directors, employees, representatives, and agents as additional insureds. The liability insurance shall apply on a primary and non-contributory basis with respect to any other liability insurance maintained by the TCAA. BROKER's insurance shall contain a severability of interest provision, providing that, except with the respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each. The form of additional insured endorsement shall be at least as broad as ISO Form CG 2010 (11/85). If the GC 2010 (11/85) is not available, then the combination of CG 2010 (10/01) with CG 2037 (10/01) or their equivalent will be acceptable.
- g. Evidence of Insurance: The insurance procured and maintained by BROKER shall be subject to approval of the TCAA. BROKER shall file with the TCAA prior to commencing any Services under this Agreement and at such other times requested by the TCAA, a Certificate(s) of Insurance evidencing the insurance coverage required herein. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement and the above paragraphs in accordance with which insurance is being furnished, and state that such insurance is required by this Agreement. All additional insured and waiver of subrogation endorsements shall be provided to the TCAA along with the Certificate of Insurance. Any Acceptance of Certificates of Insurance



by the TCAA shall in no way relieve BROKER of any duty or responsibility under this Agreement. Prior to commencing any Services under this Agreement and thereafter upon the TCAA's request, BROKER shall promptly furnish or cause to be furnished to the TCAA complete copies of all policies of insurance procured and maintained by BROKER and its Subcontractors of any tier in connection with BROKER's insurance obligations under this Agreement.

- h. Subcontractors' Insurance: BROKER shall require and ensure that its Subcontractors of any tier procure and maintain insurance in like form and amounts, including the additional insured and waiver of subrogation requirements, as is required by BROKER in this Agreement. BROKER shall require its Subcontractors of any tier to furnish to the TCAA, prior to said Subcontractors performing any Services contemplated by this Agreement and thereafter upon the TCAA's request to BROKER, Certificates of Insurance evidencing the insurance procured and maintained by said Subcontractors of any tier.
- i. Waiver of Subrogation: Any policy of insurance issued pursuant to the requirements of this Agreement covering the BROKER or its Subcontractors of any tier shall include an endorsement providing that the insurers waive their rights of subrogation against the TCAA and the TCAA's officers, directors, agents, representatives, employees, assigns, insurance carriers, and attorneys. BROKER hereby waives and shall require its Subcontractors of any tier to waive, any and all rights of recovery which they or any of them may now have or subsequently may have against the TCAA and the TCAA's officers, directors, agents, representatives, employees, assigns, insurance carriers, and attorneys in connection with any insured loss arising out of or relating to the Services.
- j. Notice of Cancellation and Renewal of Insurance: The insurance policies shall provide that the insurance shall not be canceled or reduced in an amount or coverage below the requirements of this Agreement, without at least thirty (30)-days' written notice to the TCAA as additional insured. In the event any insurance coverage expires prior to the completion of the Services, renewal Certificates of Insurance shall be furnished to TCAA by no later than thirty (30) days prior to the date of expiration.
- k. The Certificates of Insurance shall be forwarded directly to the following:

Deputy Director of Finance & Administration  
Titusville-Cocoa Airport TCAA  
51 Bristow Way  
Titusville, Florida 32780

9. Indemnification. To the fullest extent permitted by applicable law, BROKER shall indemnify, defend and hold harmless the TCAA and the TCAA's past and present commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns, in both their individual and representative capacities, from and against any and all liabilities, damages, losses, penalties, causes of action, claims, demands and costs, including, but not limited to, reasonable attorneys' fees and expenses of defense (through all appeals),

to the extent arising out of or in connection with (a) the Services or other work performed by BROKER pursuant to this Agreement, (b) the failure to fulfill any and all responsibilities, covenants and obligations of BROKER under this Agreement and (c) any act or omission of BROKER or BROKER's employees, personnel, subcontractors, agents, licensees or invitees. Nothing contained herein will be construed as a waiver of any immunity or limitation of liability the TCAA may have under the doctrine of sovereign immunity under Florida Statute Section 768.28 or otherwise. The TCAA reserves the right, at its option, to participate in the defense of any suit, without relieving BROKER of any of its obligations hereunder. The obligations of this Paragraph 9 will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. If the provisions of this Paragraph 9 are found to conflict in any way with Florida or other governing law, then this Paragraph 9 will be considered modified by such laws to the extent necessary to remedy the conflict.

This Paragraph 9 shall also pertain to any claims brought against the TCAA by any of BROKER's employees, personnel, subcontractors, agents, licensees and invitees and any other party claiming by or through BROKER. BROKER's obligations under this Paragraph 9 shall not be limited in any way by BROKER's limit or lack of sufficient insurance protection.

10. Rules and Regulations. In performing the Services, BROKER shall comply with each of the following:

- a. Any and all of the TCAA's (i) Rules and Regulations, as amended, (ii) regulatory and compliance regulations, as amended, and (iii) procedures, rules, and other requirements on file in the offices of the Executive Director of the TCAA or a hereafter promulgated, established or amended from time to time by the TCAA in its sole discretion (collectively the "Airport Rules and Regulations"). The Airport Rules and regulations are incorporated herein by reference and made part of this Agreement. Upon request, BROKER shall have the right to review any of the Airport Rules and Regulations during regular business hours at the offices of the Executive Director of the TCAA; and
- b. All applicable Federal and State provisions as specified in Exhibit B – Federal and State Contract Provisions, attached thereto, any and all other applicable laws statutes, ordinances, codes, rules, regulations, orders, and governmental permits and requirements.

11. No Waiver. The failure of the TCAA to enforce at any time, or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The waiver by the TCAA of a breach of any provision of this Agreement shall not be deemed a continuing waiver, or a waiver of any subsequent breach of the same or any other provision hereof.

12. Severability. The invalidity of any one or more of the provisions of this Agreement shall not

affect the enforceability of any or all of the remaining provisions hereof, all of which are included conditionally upon being valid in law, and, in the event that any one or more of the provisions of this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid provisions had not been included.

13. No Assignment. BROKER shall not voluntarily, involuntarily or by operation of law assign, transfer or otherwise encumber this Agreement, or any rights or privileges of BROKER hereunder, in whole or in part, without first obtaining in each and every instance the prior written consent of the TCAA, which consent may be granted or withheld in the TCAA's sole discretion for any reason whatsoever. Any assignment, transfer or encumbrance contrary to the forgoing shall be a material default and, therefore, a Termination Event under this Agreement.
14. Independent Contractor. Neither BROKER nor BROKER's employees, personnel, subcontractors, agents, licensees and invitees shall be deemed to be a servant, employee, partner or joint venturer of the TCAA. BROKER shall perform the Services and its obligations under this Agreement as an independent contractor. Neither BROKER nor BROKER's employees, personnel, subcontractors, agents, licensees and invitees shall hold themselves out as having the power or authority to bind or create liability for the TCAA. BROKER shall not be treated as an employee for purposes of FICA, FUTA, federal, state or local income tax, and BROKER shall be responsible for its own employment, social security and other tax payments, as well as any other statutorily required coverage, including insurance.
15. Notices. All notices and communications under this Agreement shall be in writing and shall be delivered by hand, by nationally recognized express courier, or by certified United States mail, return receipt requested, to the respective Parties as follows:

For TCAA

Kevin Daugherty, Director of Airports  
Titusville-Cocoa Airport Authority  
51 Bristow Way  
Titusville, FL 32780  
kdaugherty@flyspacecoast.org

For BROKER

16. Compensation and Method of Payment. TCAA shall pay BROKER for Services authorized by an Assignment and satisfactorily completed and furnished to the TCAA, in accordance with the following:
- a. The Fee Schedule of BROKER, attached hereto as Exhibit A – Scope of Professional Services. The Fee Schedule may be modified only by a written Amendment to this Agreement executed by the TCAA and BROKER.
  - b. Upon receipt of written approval of the TCAA, the BROKER will engage the services of other professionals when necessary to complete the BROKER's assignments. In these circumstances, BROKER shall bill the TCAA only for the actual and reasonable amounts

that BROKER paid to such other professionals, and BROKER shall not be entitled to any mark-up on the fee for services of other professionals.

- c. Reimbursable Expenses. Reimbursable Expenses are defined as actual expenditures made by BROKER or its subcontractors in the interest of the Services or Project including but not limited to:
  - i. Reproduction and printing charges of all types for project-specific documents, overnight express shipping charges, project-specific fees paid by BROKER to permitting authorities and utilities, and miscellaneous items purchased by BROKER for the project which are specifically authorized in advance by TCAA.
  - ii. For BROKER, travel within Brevard and adjacent counties, mail, telephone, internet, computer time, and minor office photocopying for general correspondence are normal business expenses included in general overhead, and are not Reimbursable Expenses. For subcontractors, arrangements for reimbursement of expenses may vary. Such arrangements shall be described in detail in the description of subconsultant fees in the Assignment or other written amendment, including attachments to the same.
  - iii. BROKER shall also be reimbursed at cost, without mark-up, other actual and necessary costs and expenses reasonably and properly incurred by BROKER in furtherance of furnishing Services under this Agreement, provided that BROKER furnishes to the TCAA supporting documentation and/or receipts.
- d. Billing. For each assigned project, BROKER shall submit an invoice on a monthly basis covering the Services for the assigned project and describing the Services performed and expenses incurred during the applicable period. BROKER's invoices shall be submitted with detail satisfactory to the TCAA and sufficient for a proper pre-audit and post-audit of said invoices.
- e. Records. BROKER agrees to keep and maintain all of its direct personnel expense records, BROKER expense records and other expense records pertaining to Continuing Service Projects and its record of accounts between BROKER and the TCAA pertaining to Continuing Service Projects on a generally recognized and acceptable accounting basis. BROKER further agrees to keep and maintain accurate time records to within the nearest one-tenth (1/10) of an hour for each time entry, of all Services performed by employees of BROKER. All of the foregoing records and documentation shall be retained by BROKER for a minimum of three (3) years from the date of termination of this Agreement or the date an Assignment is completed, or such longer time as may be required by this Agreement or law, whichever is later. These records and documentation shall be available to the TCAA or the TCAA's designated representatives for inspection and copying at all reasonable times.
- f. Invoicing and Payment BROKER shall invoice TCAA not more often than every four weeks for all Services rendered and Reimbursable Expenses incurred pursuant to this

Agreement, and each invoice shall be due and payable within 30 calendar days unless other arrangements have been made in advance.

- g. Remittances. Compensation due BROKER under this Agreement is due and payable to its corporate offices, whose address is \_\_\_\_\_, or at such other location as may be specified by BROKER in writing.

17. Delays/Changes.

- a. Any delay or default in the performance of any obligation of BROKER under this Agreement resulting from any cause beyond BROKER's reasonable control shall not be deemed a breach of this Agreement.
- b. During the performance of the Services hereunder, TCAA shall have the right, by written instrument, to make changes in, deletions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that such Changes require the preparation of additional drawings and/or specifications, or require additional services by BROKER, then, upon completion of such additional services, BROKER shall be entitled to an equitable increase in compensation for additional services rendered due to such Changes. The compensation for additional services shall be agreed upon in writing by the Parties prior to the performance of the additional services. The compensation may be a lump-sum payment of a specific amount, compensation on an hourly-rate basis, or other method of compensation agreed upon by the Parties.

18. Errors and Omissions.

- a. BROKER shall, at its own expense and without any expense to the TCAA, promptly correct or revise any errors, omissions, or deficiencies in services provided pursuant to this Agreement and any Assignment and shall, promptly thereafter, provide to the TCAA such corrected or revised services.
- b. BROKER shall be obligated and responsible to the TCAA for, and BROKER shall promptly and forthwith pay to the TCAA upon demand of the TCAA, any and all damages and additional costs and/or expenses incurred, sustained, or paid by the TCAA, or for which the TCAA may otherwise become liable, caused by or on account of any and all errors, omissions, or deficiencies made by BROKER or any Subcontractor of any tier in the performance of the Services under this Agreement and any Assignment.

19. Use of Documents and Electronic Deliverables.

- a. All documents are instruments of service in respect to this Project, and BROKER shall retain an ownership and property interest therein (including the right of reuse at the discretion of BROKER) whether or not the Project is completed. Electronic files of text, data, graphics, or other types ("Electronic Deliverables ") that are furnished by BROKER to TCAA are furnished for the convenience of TCAA. However, the Electronic Deliverables are subject to error and can be modified or corrupted without the knowledge or authorization of the BROKER. Therefore, in the event of any discrepancy between the

Electronic Deliverables and the signed and sealed printed copies (the "Hard Copies") of the documents furnished to TCAA, the Hard Copies shall govern and TCAA's use of the Electronic Deliverables is at TCAA's own risk.

- b. When transferring Electronic Deliverables, BROKER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by BROKER during the project.
  - c. TCAA may make and retain copies of Electronic Deliverables for information and reference in connection with use on the Project by TCAA. Such Electronic Deliverables are not intended or represented to be suitable for reuse by TCAA or others on extensions of the Project or on any other project. BROKER retains ownership of all documents and Electronic Deliverables and is providing such documents and Electronic Deliverables for TCAA's use only for this Project. TCAA is not authorized to use, reuse, or modify the documents or Electronic Deliverables for any other use or purpose. Any such reuse or modification without written verification or adaptation by The BROKER, as appropriate for the specific purpose intended, shall be at TCAA's sole risk and without liability or legal exposure to BROKER or its subcontractors.
  - d. TCAA shall have the unconditional right to receive, at any time upon request, a copy of all electronic files stored on BROKER's principal computer that pertain specifically to the TCAA. Such files generally consist of AutoCAD drawings; Word, WordPerfect, Excel, and PDF documents, and image files. These files are backed up regularly and the back-up copies are stored off-premises, but all of the files reside in the principal computer hard drive. In the event that BROKER personnel are unable to provide a copy of the electronic files to the TCAA (due to accident, injury, or other limitation), TCAA is authorized to retain and utilize a third party of its choosing to assist in obtaining and delivering the files to the TCAA.
  - e. Nothing in this section shall supplant or otherwise modify TCAA 's obligations to maintain and produce for inspection public records as set forth in Chapter 119, Florida Statutes. Additionally, as a contractor/consultant for TCAA, BROKER itself is or may be subject to the provisions of Chapter 119, Florida Statutes, regarding public records. TCAA makes no representations to BROKER regarding the application of Chapter 119, Florida Statutes, to BROKER, and BROKER acknowledges and represents that it is familiar with and will comply with all of its obligations under Chapter 119, Florida Statutes. To the extent they are able, the Parties agree to assist one another with fulfilling any obligations under Chapter 119, Florida Statutes, that either may have as a result of or related to this Agreement.
20. Confidentiality. Subject to Chapter 119, Florida Statutes, BROKER agrees to keep confidential and not to disclose to any person or entity, other than BROKER's employees and subcontractors, if appropriate, any data and information not previously known to and generated by the BROKER or furnished to BROKER and marked "Confidential" by TCAA. These provisions shall not apply to information in whatever form that comes into the public

domain, nor shall it restrict BROKER from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for BROKER to defend itself from any suit or claim. TCAA agrees that the technical methods, techniques and pricing information contained in any proposal submitted by BROKER pertaining to the Project or in this Agreement or any amendment hereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the BROKER.

21. Equal Opportunity Employer. BROKER is an equal opportunity employer. BROKER does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era, or disabled individuals.

22. Other Required Contract Provisions.

The BROKER agrees to comply will all applicable federal and state contract provisions and laws more fully described in Exhibit B – Federal and State Contract Provisions.

23. Contingent Fees. BROKER warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for BROKER, whose fee, commission, percentage, gift, or other consideration from BROKER is contingent upon, or results from, that person's or entity's procuring this Agreement.

24. Controlling Law/Venue. This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue for any disputes arising from this agreement shall be Brevard County, Florida to the exclusion of all other jurisdictions and venues.

25. Waiver of Jury Trial. TCAA and BROKER hereby knowingly, voluntarily, and intentionally waive the right either of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

26. Dispute Costs. In any litigation arising from this Agreement, the prevailing party may recover costs, expenses and attorneys' fees from the non-prevailing party including without limitation reasonable attorneys' fees incurred on appeal and in litigating entitlement to and/or amount of attorneys' fees to be awarded.

27. Successors and Assigns. Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns.

28. Severability. If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
29. Notices. Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be sent via electronic delivery, delivered in person, sent by United States First Class Certified or Registered Mail, Return Receipt Requested, postage prepaid, or sent by a reputable overnight courier service, and shall be addressed to either party at the address as herein above given, or at the current e-mail address for electronic delivery. Any notice shall be deemed delivered upon hand delivery, receipt of an acknowledging reply for electronic delivery, three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.
30. No Partnership. Nothing contained in this Agreement shall, or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint ventures, co-ventures, or partners between TCAA and BROKER, and they are and shall remain independent contractors one as to the other.
31. Breach of Contract Terms. Any violation or breach of the terms of this Agreement on the part of the BROKER or its subcontractors and/or agents may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties hereto. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. (49 CFR Part 18).
32. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be executed by one or both of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon both of the Parties hereto.
33. Waiver of Consequential Damages. In no event shall either BROKER or TCAA have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any indirect, incidental or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.
34. Force Majeure. In no event shall either BROKER or TCAA have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence



commonly known as a "force majeure," including but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

35. Good Faith. This Agreement imposes an obligation of good faith, fair dealings and the mitigation of damages among the Parties in all matters relating to this Agreement. Good faith, for this purpose, includes honesty in fact and the observance of reasonable commercial standards of fair dealings and in the mitigation of damages even in situations where a decision is left to the sole discretion of a single party.

36. Entire Agreement. This Agreement, the exhibits attached thereto, the BROKER's RFQ submittal, selection interview proceedings, and/or other written material submitted by BROKER and accepted by TCAA, constitute the entire and integrated Agreement between BROKER and TCAA and supersedes all prior negotiations, representations or agreements, either written or oral as to the subject matter hereof. This Agreement and said attachments may only be amended, supplemented, modified, or canceled by written instrument signed by an authorized representative of each party. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

TITUSVILLE-COCOA AIRPORT AUTHORITY  
By: \_\_\_\_\_  
Name: Kevin Daugherty, AAE  
Title: Director of Airports  
Date: \_\_\_\_\_

{BROKER}  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

{Corporate Seal}

{Corporate Seal}

*Approved as to form and legality  
this \_\_\_\_ day of \_\_\_\_\_, 2024*

By: \_\_\_\_\_

Name: Adam M. Bird, Esq

Title: TCAA Legal Counsel

**Exhibit A**

**SCOPE OF PROFESSIONAL SERVICES**

The professional services to be performed and provided by BROKER pursuant to this Agreement include the following:

- A. The BROKER will work on behalf of the Titusville-Cocoa Airport Authority (TCAA) to review, recommend, and secure insurance policies including but not limited to the following lines of coverage:

Airport Owner & Operator Liability	Fiduciary Liability
Automobile Liability	Flood
Buildings & Facilities	General Liability
Crime	Hangarkeepers
Cyber Liability	Personal & Advertising Injury
Deadly Weapon Protection	Public Entity Liability
Employment Practices Liability	Terrorism
Environmental & Pollution Liability	Vehicles & Equipment

- B. The BROKER will be expected to provide the following additional services:
  1. Assign an Account Manager who will be responsible for the administration of the Broker Services Agreement, including communication with the TCAA’s staff. The Account Manager shall be available for providing advice and consultation on insurance program related issues and concerns.
  2. Assist TCAA staff with the development of a “TCAA Insurance Program” document including (a) current binders, policies, endorsements, riders, and other information provided by insurers and, (b) procedures and forms for filing and managing claims.
  3. Solicit insurers for coverages on behalf of the TCAA on a periodic basis, including completion of all applications, documents and gathering of data which may be requested by insurance companies.
  4. Evaluate proposals received from various insurance companies, verify the reasonableness of the premiums for the coverage provided, and recommend the most advantageous insurance policies providing the best coverage for best premium to meet the TCAA’s needs and objectives.
  5. Provide the TCAA with a summary of various insurance program options, including (but not limited to): limits, coverages, retention levels, terms, conditions, payment options, and self-insurance.
  6. Administer the placement of coverage and provide original binders, policies and endorsements in a timely manner.

7. Provide extensive review of binders and policies including verification of conformity to specifications and request any necessary endorsements/changes/revisions that may be required.
8. Assure that insurance policies are placed with reputable and financially responsible insurers based on published insurance ratings among other criteria, keep the TCAA informed of any changes in insurer's ratings, and make recommendations should ratings adversely change during the policy term.
9. Evaluate the TCAA's insurance program annually and when it is advantageous to do so, recommend coverage changes in order to maintain the best level of coverage for the best value to the TCAA. Prepare a comprehensive annual report on the effectiveness of TCAA's insurance program including recommended changes no later than 3 months prior to the renewal date of insurance coverages.
10. Perform account management services including oversight and coordination of all relevant services performed by insurance companies, underwriters, or service agencies for the filing and processing of claims, issuance of certificates of insurance, and verification of the accuracy of bills, audits, and premium adjustments.
11. Develop and maintain a detailed schedule of TCAA property, vehicles, and equipment, employee drivers and other information and provide updates to staff.
12. Submit all premiums and other payments to insurers and other parties on a timely basis. All premiums and payments made on behalf of the TCAA shall be made to the Broker.
13. Represent the TCAA as an agent for all coverage and premium negotiations with insurers, underwriters, and other parties, adjudicating TCAA's loss claims, and claims against the TCAA. Consult with the TCAA's staff and legal counsel regarding proposed claims both for or against the TCAA.
14. Provide analyses and recommendations as to the most cost effective means for addressing the TCAA's potential risks.
15. Based on appraisals, inspections, and other information, evaluate the physical condition and insured value of all TCAA properties and recommend any changes to current values.
16. Review the TCAA's current minimum insurance coverage requirements for commercial aeronautical service providers, tenants, and others and recommend changes as necessary to ensure property and liability protections are adequate.
17. Review various trade publications and industry reports and on a regular basis, provide the TCAA with copies of articles relevant to trending aviation and airport insurance issues.
18. Assist TCAA's staff with the development and implementation of a Risk Management and Loss Prevention Program including a review of previous and open claims and industry trends with respect to risk management and loss control.

- C. Rates and Manner of Compensation: Notwithstanding anything in this Agreement to the contrary, the total compensation due BROKER from the TCAA for the performance and completion of all of the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the TCAA shall be an Annual Fee of \$\_\_\_\_\_.
- D. Commissions: BROKER shall not accept any commissions and/or additional compensation for the performance of services within the scope of this Agreement. In no event shall the total compensation paid by TCAA to BROKER exceed \$\_\_\_\_\_ per year.
- E. Disclosures: {Provided by Broker}

SAMPLE

**Exhibit B****FEDERAL & STATE CONTRACT PROVISIONS****A. FAA REQUIRED CONTRACT PROVISIONS.**

1. Civil Rights – General. BROKER agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds BROKER and subtier contractors from the bid solicitation period through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. Civil Rights – Title VI Assurances - Compliance with Nondiscrimination Requirements. During the performance of this Agreement, BROKER, for itself, its assignees, and successors in interest agrees as follows:
  - a. Compliance with Regulations: BROKER will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  - b. Non-discrimination: BROKER, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. BROKER will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
  - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the BROKER for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the BROKER of the BROKER's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  - d. Information and Reports: The BROKER will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TCAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the TCAA or

- the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of BROKER's Noncompliance with the Non-discrimination provisions of this Agreement, the TCAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- (i) withholding payments to the BROKER under this Agreement until the BROKER complies; and/or in whole or in part.
  - (ii) cancelling, terminating, or suspending this Agreement.
- f. Incorporation of Provisions: The BROKER will include the provisions of Paragraphs 24(c)(i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

The BROKER will take action with respect to any subcontract or procurement as the TCAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the BROKER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the BROKER may request the TCAA to enter into any litigation to protect the interests of the TCAA. In addition, the BROKER may request the United States to enter into the litigation to protect the interests of the United States.

3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, BROKER, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - i. The Federal Aviation Administration’s Non-discrimination statute (49 3) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
  - l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
4. Federal Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation (including this Agreement) incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. BROKER has full responsibility to monitor compliance to the referenced statute or regulation. BROKER must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.



5. Occupational Safety and Health Act. All contracts and subcontracts that result from this solicitation (including this Agreement) incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. BROKER must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. BROKER retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). BROKER must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **B. FLORIDA REQUIRED PROVISIONS**

### **1. Public Information Laws**

BROKER acknowledges and agrees that BROKER shall be required to comply with Florida's Public Records Laws, Chapter 119, Florida Statutes. Specifically, BROKER hereby covenants and agrees that it shall:

- a. keep and maintain public records required by the TCAA to perform the services under this Agreement;
- b. upon request from the TCAA's custodian of public records, provide the TCAA 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;
- c. 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 completion of this Agreement if BROKER does not transfer the records to the TCAA; and
- d. upon completion of this Agreement, transfer, at no cost, to the TCAA all public records in possession of BROKER or keep and maintain public records required by the TCAA to perform the services under this Agreement. If BROKER transfers all public records to the TCAA upon completion of this Agreement, BROKER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BROKER keeps and maintains public records upon completion of this Agreement, BROKER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TCAA, upon request from the TCAA's custodian of public records, in a format that is compatible with the information technology systems of the TCAA.

## 2. Florida Procurement Laws

BROKER acknowledges and agrees that BROKER shall be required to comply with Florida's Procurement Laws, specifically:

- a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, 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 Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- b. Discriminatory Vendor List. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, 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.
- c. Invoice Compliance. All invoices, bills, fees or other requests for compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d. Travel Expenses. Bills for any travel expenses shall be submitted in accordance with Florida Stat. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061.
- e. Public Records. The TCAA may unilaterally cancel this Agreement if BROKER refuses to allow the public access to all documents, papers, letters, or other material made or received by BROKER in conjunction with the Agreement, unless the records are exempt from s. 24(a) of Art. 1 of the Florida State Constitution and s. 119.07(1).
- f. Duty To Cooperate With Inspector General. BROKER agrees to comply with s.20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with s.20.055, Florida Statutes.
- g. Truth In Negotiation Certificate. The wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting and the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the BROKER determines the contract price

was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

- h. Prohibition Against Contingent Fees. The BROKER warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the BROKER to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the BROKER any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the TCAA shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- i. No Boycott/Prohibited Business. BROKER hereby certifies that it has not been placed on the Iran Petroleum Energy Sector List, does not have business operations in Cuba or Syria, has not been placed on the Scrutinized Companies with Activities in Sudan List, has not been placed on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. The TCAA may immediately terminate this Agreement without penalty or cost if any of the foregoing is not accurate.
- j. Compliance with Laws. BROKER shall comply with all laws and rules applicable to the BROKER.