

TOWN OF LONGBOAT KEY, FLORIDA

REQUEST FOR PROPOSALS OVERVIEW

The Town of Longboat Key, Florida ("Town"), is accepting sealed proposals for:

Proposal Due Date:

WEDNESDAY, OCTOBER 14, 2015 at 2:00 p.m.

Proposals shall be delivered no later than 2:00 p.m. Eastern Standard Time (EST) on Wednesday, October 14, 2015, to the Purchasing Manager, Kari L. Kennedy, CPPB, at Town Hall, 501 Bay Isles Road, Longboat Key, Florida 34228. At that time, the Town will open all timely submitted proposals for the sole purpose of recording the names of the proposers submitting proposals.

Documents for this Request for Proposals ("RFP") are available through Demand Star: <http://www.demandstar.com> and the Town's Purchasing Manager, Kari L. Kennedy, CPPB, via email Purchasing@longboatkey.org

GENERAL PROJECT DESCRIPTION

The Town of Longboat Key in combination with the Board of Trustees for the Town of Longboat Key Consolidated Retirement System seeks proposals for legal services.

COMMUNICATIONS AND INQUIRIES

Questions or information requests for clarification regarding this RFP must be submitted via email to Purchasing@longboatkey.org by 4:00 p.m., Friday, October 2, 2015.

SCHEDULE OF EVENTS

The Town anticipates the following projected schedule for the RFP process. The Town reserves the right at its sole discretion to revise the projected schedule by issuing an addendum to the RFP at any time.

Release of RFP	September 25, 2015
Deadline for proposer questions	October 2, 2015 by 4:00 p.m.
Proposal due date	October 14, 2015 by 2:00 p.m.
Selection Committee Meeting	October 20, 2015 at 10:00 a.m.
Town Manager Contract Approval	TBD

TOWN OF LONGBOAT KEY, FLORIDA



REQUEST FOR PROPOSAL

15-030

LEGAL SERVICES TO THE BOARD OF TRUSTEES FOR THE CONSOLIDATED RETIREMENT SYSTEM

Sealed proposals will be received at Town Hall, 501 Bay Isles Road, Longboat Key, Florida 34228, **Wednesday, October 14, 2015, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal ("RFP"). The failure of a responding proposer to follow these instructions could result in proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This RFP document is issued by The Town of Longboat Key, as well as all addenda and changes to the RFP documents (if any). The Town shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP.

The Town shall post all such addenda, together with any other information pertaining to this RFP on Demand Star at <http://www.demandstar.com>. It is the sole responsibility of each proposer to review the Demand Star website prior to submitting a responsive proposal ("Proposal") to this RFP to ensure that the proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The Town is not responsible for any solicitations issued through a subscriber, publications, or sources other than Demand Star or the Town and the proposer should not rely on such sources for information regarding the RFP solicitation.

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Town of Longboat Key Town Commission, any member of the Selection Committee for this RFP, the Town Manager or any employee of the Town other than the Town Purchasing Manager (or designee). This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant any Town procurement in the future.

1. BACKGROUND

The Town of Longboat Key is a ten-mile long barrier island within both Manatee and Sarasota Counties and is soliciting proposals for legal services to the Board of Trustees for the Consolidated Retirement System from attorneys familiar with Florida Statutes, Chapter 112, Public Officers & Employees; Chapter 175, Firefighter Pensions; and Chapter 185, Municipal Police Pensions.

The Town's Consolidated Retirement System is a defined benefit pension plan serving the combined members of the closed General Employees, Police Officers, and Firefighters Retirement Systems for current and retired employees of the Town of Longboat Key.

The Consolidated Retirement System is a governmental entity subject to both the Public Records and Sunshine Laws.

The Board of Trustees consists of nine (9) members: Five (5) members appointed by the Town Council; the City Manager or designee; and one Trustee elected by the members of each of the three (3) closed Retirement Systems.

2. SCOPE OF SERVICES

The Town requires the following services including, but not limited to:

- Provide general legal advice and counsel to the Board of Trustees, including but not limited to:
 - Represent the Board of Trustees in any appeal process before a hearing officer.
 - Represent the Board of Trustees in Circuit and District Court appeals processes.
- Negotiate and review contracts on behalf of the Town for services required by the Board of Trustees.
- Assure compliance with Florida's Public Records Law under Chapter 119, Florida Statutes.
- Become familiar with all of the Consolidated Retirement Systems plan documents and provisions.
- Attend all scheduled meetings of the Board of Trustees.
 - The Board of Trustees have regular quarterly meetings most typically scheduled for the fourth Friday during the second month of each quarter. During the period to consolidate the three legacy Retirement Systems for the Town, the Board of Trustees has additional special meetings on the fourth Friday of each month outside of the quarterly meeting schedule. The Board of Trustees may hold other special meetings as required.
- Address other matters as delegated by the Board of Trustees.

Services under this RFP shall be done in accordance with all applicable local, state and federal regulations and laws.

3. AGREEMENT

The term of this agreement will be for three (3) years. The Town reserves the right to renew this agreement for two (2) additional one (1)-year periods, at the same pricing, and same terms and conditions of the original agreement unless written notice is given by the Town or Awarded Proposer not less than thirty (30) days prior to the expiration of the then current term.

4. PROCESS

4.1 Authorized Town Representative / Submission of Proposal

Commented [KK1]: Is it the Town or the BOT or the Consolidated Retirement System that is requiring the services? Check my references to this throughout this Section 2 and Section 5.

Commented [KK2]: Do you want to offer renewals or is this just 3 and done?

For information or questions concerning this RFP, contact the Town's Purchasing Manager:

Ms. Kari L. Kennedy, CPPB
501 Bay Isles Road
Longboat Key, Florida 34228
Phone: 941.316.1999 x 1412
Email: Purchasing@longboatkey.org

Proposers must submit a sealed proposal to the attention of the Town's Purchasing Manager at the address stated immediately above. Only those communications that are in writing from the Town's Purchasing Manager shall be considered as duly authorized expressions on behalf of the Town.

RFP documents are available through Demand Star <http://www.demandstar.com>. RFP forms and any additional documents required by this RFP must be executed and submitted in a sealed envelope to the Town's Purchasing Manager listed above.

4.2 Proposer Communication and/or Inquiries

The Proposer shall review this competitive solicitation in its entirety to determine whether the Town's Scope of Services, conditions and requirements are clearly stated. If the Proposer has any questions regarding this competitive solicitation, the Proposer must submit such inquiries and requests for clarification via email only to the Town's Purchasing Manager at Purchasing@Longboatkey.org. These inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the Proposer.

The Town will consider only those communications and/or inquiries submitted via email and received by the Town's Purchasing Manager on or before October 2, 2015 at 4:00 PM EST (the "Inquiry Deadline Date").

The Town will consider the Proposer's lack of inquiries or requests for clarification prior to the Inquiry Deadline Date to constitute the Proposer's acceptance of all of the conditions and requirements as stated in this RFP and any amendments thereto. Unless the Town's Purchasing Manager specifically requests the Proposer to provide additional communications, or to participate in negotiations, the Town may not accept or consider any of the Proposer's written or other communications and/or inquiries received between the Inquiry Deadline Date and the posting of an award, if any, under this competitive solicitation.

To the extent the Town determines, in its sole discretion, to respond to any communications, inquiries or requests for clarification prior to the Inquiry Deadline Date, the Town's response will be made in a written addendum to this RFP and posted on Demand Star.

No interpretation of data, including but not limited to surveys, plans, drawings, test results, and similar materials will be made to any Proposer, except for what is provided in this RFP or by written addendum.

4.3 Addenda

The Town's Purchasing Manager or designee will distribute any addenda via Demand Star.

The Proposer's authorized representative must acknowledge receipt of each addendum issued. Acknowledgement shall be numbered and dated on the Submitted Proposal Form and included in a submitted proposal.

All Proposers, vendors, and known interested vendors, are responsible for checking Demand Star for addenda in order to verify whether any changes have been made to the RFP.

The Town will consider a Proposer's lack of communicating inquiries or requesting clarifications on the addenda by the Inquiry Deadline Date to constitute the Proposer's acceptance of all of the conditions and requirements as stated in the competitive solicitation documents.

Proposers are cautioned that any oral or written representation made by any person that appears to change materially any portion of the competitive solicitation documents shall not be relied upon unless subsequently ratified by a written addendum to this RFP issued by the Purchasing Manager.

4.4 Delivery and Labeling of Sealed Proposals

The Proposer's proposal to this competitive solicitation shall be prepared in accordance with Section 5 "Proposal Requirements." The Proposer's sealed proposal must be received by the Town's Purchasing Manager on or before **Wednesday, October 14, 2015 at 2:00 PM EST** (the "Proposal Due Date") according to the time clock at the Town. A Proposer may not submit a proposal via telephone, facsimile, electronic mail, or any other means except as provided for herein.

If the Proposer elects to mail in its proposal, the Proposer must allow sufficient time to ensure the Town's Purchasing Manager receipt of the proposal by the Proposal Due Date. Regardless of the form of delivery, it is the Proposer's responsibility to ensure that the proposal arrives at the Town's Purchasing Manager address (See Section 4.1) no later than 2:00 p.m. on the Proposal Due Date. The Proposer may not include more than one proposal (along with the copies) per sealed envelope.

The Town will accept proposals up to the Proposal Due Date. No proposal may be withdrawn by a Proposer after the Proposal Due Date. Proposals must be delivered in sealed envelopes with the following information clearly provided on the front of the envelope: The Town's Purchasing Manager's name and address as provided in Section 4.1; the Proposer's name and address; "RFP 15-030 Legal Services to the Board of Trustees for the Consolidated Retirement System." The proposals must be submitted with one (1) original marked "ORIGINAL", ten (10) hard copies marked "COPY," and one (1) electronic copy in .pdf format on flash drive of the proposal.

4.5 Economy of Presentation

The Proposer must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. The Proposer should prepare its proposal simply and economically, providing a straightforward, concise description of the Proposer's capability to satisfy the conditions and requirements of this competitive solicitation. (Fancy bindings, colored displays, and promotional material are not desired). The Proposer's emphasis should be on completeness and clarity of content. To expedite the Town's evaluation of the proposal, it is mandatory that the Proposer follow the instructions contained herein. The Town is not liable for any costs incurred by the Proposers in responding to this competitive solicitation including, without limitation, costs for any oral presentations requested by the Town.

4.6 Proposals Must be in Ink or Typed

The Proposer's proposal must be typed or printed in permanent ink.

4.7 Proposer's Signature

Where the Proposer's signature is required, the Proposer's proposal must contain the Proposer's authorized representative's manual signature, in permanent ink, in the space provided. In addition, the Proposer's authorized representative must initial all of the Proposers handwritten corrections (additions or deletions) in its proposal.

If the proposal is made by a partnership, corporation, joint venture, or team, the name and address of the partnership or corporation or all members of the joint venture or team shall be shown together with the names and addresses of the partners or officers of all entities. If the proposal is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers; if made by a joint venture or team, by one officer of each participating entity.

4.8 Complete Proposals Required

The Proposer must complete and execute this competitive solicitation document, including any addenda, appendices, exhibits, attachments, requested information and proposal forms and submit them with and as a part of the Proposer's proposal.

4.9 Use of Forms

If this competitive solicitation includes forms for the submission of information, the Proposer must submit the requested information on the forms, attaching additional pages if necessary, or the Town may reject the Proposer's proposal.

4.10 Errors or Omissions

The Proposer should examine its proposal carefully for any errors prior to submission. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer's errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for the Town's finding that the Proposer's proposal is non-responsive. In case of the Proposer's errors in extensions, the unit price will prevail.

4.11 Proposal Validity Period

The Proposer's proposal shall, in its entirety, remain valid for one hundred and twenty (120) calendar days after the Proposal Due Date.

4.12 Proposal Opening

The proposals shall be delivered no later than **2:00 p.m. EST on Wednesday, October 14, 2015**, to the Town's Purchasing Manager at the address stated in Section 4.1. At that time, the Town's Purchasing Manager (or designee) will open all timely submitted proposals for the sole purpose of recording the names of the Proposers submitting proposals at the designated place. Any Proposer submitting proposals found to be inconsistent is subject to disqualification.

Any person requiring a special accommodation at Town Hall because of a disability should call the Town's Purchasing Manager at least five (5) working days prior to the RFP opening at 941-316-1999 (voice) or 800-955-8771 (TDD for persons with hearing or speech disabilities).

4.13 Government in the Sunshine; Public Records

All submitted material will be subject to Florida's Public Records Law. Proposer should prepare its proposal with the understanding that it may become available to the public. Proposer acknowledges that all information contained within the proposal is subject to disclosure under the State of Florida's Public Records Law.

The Town is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of this proposal. No information should be labeled confidential unless exempted under said law.

Pursuant to Section 119.071(1)(b)2., Florida Statutes (F.S.), proposals may be exempt from public record for thirty (30) days after opening the proposals or until such time as the Town provides notice of an intended decision, whichever comes first. It is not necessary for Proposers to claim this temporary exemption.

RFP tabulations will be uploaded to Demand Star and posted on the Town's public bulletin board. Upon written request, a copy will be furnished, with an enclosed, stamped, self-addressed envelope. RFP tabulations will not be provided by telephone. Non-exempt RFP files may be examined during normal working hours by appointment.

Certain portions of meetings with Proposers may be closed to the public, but will be recorded pursuant to Section 286.0113, F.S.

5.0 PROPOSAL REQUIREMENTS

5.1. Required Proposal Format

To facilitate the Town's analysis of the proposals, the Proposer must prepare its proposal in accordance with the instructions provided in this competitive solicitation. If the Proposer's proposal deviates from these instructions, such response may, at the Town's discretion, be rejected.

Proposals should not contain information in excess of that requested, must be concise and must specifically address all of the items set forth in this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested.

Proposals must be prepared in at least 12-point font on 8.5" x 11" white paper, with pages sequentially numbered. Proposals can be either single or double-sided. Proposals should be contained within a three-ring binder (original and each copy in separate binders).

5.2 Proposal Requirements

Proposal content shall be separated by sequentially numbered tabs and must be submitted in the same order as set forth below and the supplied electronic copy shall be indexed similarly.

5.2.1 Minimum Firm Qualifications

a. The attorney(s) intended to serve as the lead counsel to the Board of Trustees must be licensed to practice law in the State of Florida and must have at least XX number of years providing legal services to public pension plans in the State of Florida.

b. The Proposer must maintain Legal Malpractice Professional Liability at a limit of liability not less than \$1,000,000 Per Claim and \$1,000,000 Annual Aggregate.

Proposals not meeting this minimum qualification will not be considered.

Commented [KK3]: Do you want to give a minimum number of years or just state that they must have experience? Do you want the specific attorney to have the experience with public pension plans or just the firm?

Commented [KK4]: Need to have Ben Few write the limits into the agreement and verify these limits are OK.

Tab 1 – Executive Summary

A. Provide the Proposer's (firm) name and/or the attorney(s) name(s) intended to serve as lead counsel, email address, address of the office providing the services and phone number(s). Provide name(s) for the individual(s) responsible for the Proposal, if different than the proposed lead counsel. The lead counsel is expected to remain the same throughout the term of the agreement.

B. Provide a brief overview of the Proposer's history and organization. Include size, number of employees, primary business, other business or services, type of organization (franchise, corporation, partnership, etc.). Provide the number of years the Proposer has been providing legal services to public pension plans in the State of Florida.

C. Provide a brief statement of your understanding of the services to be provided and provide a positive commitment to perform the services.

D. Disclose any relationship to the Town, if applicable.

Commented [KK5]: This will need to move if you want the specific attorney to have the experience.

Tab 2 – Profile of Attorney(s) and Qualifications

With regard to the Proposer or attorney(s) proposed under this RFP, describe the general qualifications for providing legal services to public pension plans in the State of Florida. Include the following specific information:

A. Provide the names all of the attorneys proposed to provide services to the Board of Trustees.

B. Provide the specific areas of certification and experience by individual and curriculum vita for each proposed attorney. Provide licensure from the State of Florida.

C. Provide any potential conflicts of interest or ethical considerations related to representation of affiliation with any boards, organizations, committees, or clients, including, but not limited to, other municipalities, governmental, and/or quasi-governmental entities.

Commented [KK6]: Items C, D, E & F are up to you if you want to see this information. If not, we can delete any, all, or none.

- D. Provide a list of other public pension boards currently being represented by the Proposer or the proposed lead counsel.
- E. Provide a list and explanation of any complaints filed with the Florida Bar and any ethics complaints against the Proposer, any attorney in the firm or any attorney proposed under this RFP and a list of any disciplinary procedures taken against any current member of the firm or attorney proposed under this RFP by the Florida Bar Association or any relevant State regulatory agency, or county within the last ten (10) years.
- F. Provide a list of any malpractice claims and lawsuits against the Proposer, any of the attorneys in the firm or any attorney proposed under this RFP in the last ten (10) years.
- G. Provide a current Certificate of Insurance.

Tab 3 – Accessibility and Responsiveness

- A. Provide the location of the office(s) from which the lead counsel and any other proposed attorneys operate and accessibility to the Board of Trustee’s needs, including office hours.
- B. Specify the individual(s) and or attorney(s), in order, that are proposed as a substitute in the event of the absence or unavailability of the lead counsel.
- C. Describe the response time the Board of Trustees can expect from the lead counsel to inquiries made by the Board of Trustees or by the Town on behalf of the Board of Trustees.
- D. Identify the lead-time required for attending an unscheduled, urgent meeting.

Tab 4 – Experience with Similar Services

- A. Provide three (3) public or private sector clients for which the proposed lead counsel has provided similar services. Each client listed shall include a brief description of the services, the current status, the client’s name, the client’s contact name, phone number, address, and email address.

Tab 5 – Fee

Provide the structure of compensation and fees the Proposer will charge the Board of Trustees.

- A. Provide fees for legal services based upon an hourly rate. Hourly rates should identify the scope of all services charged to the Board of Trustees.

1. Identify if the hourly rate applies to time for services provided by a paralegal as well as the lead counsel assigned.
2. Identify if the hourly rate includes travel and reimbursable expenses. Travel expenses shall only be paid to the extent permitted by Florida Statutes §112.061. No other charges will be permitted unless specifically authorized by the Board of Trustees.
3. Identify any specific services excluded from the hourly rate.

- B. Provide a monthly lump sum retainer fee alternate excluding legal services related to litigation.

1. Identify if the monthly lump sum includes travel and reimbursable expenses. Travel expenses shall only be paid to the extent permitted by Florida Statutes §112.061. No other charges will be permitted unless specifically authorized by the Board of Trustees.
2. Identify any specific services excluded from the monthly lump sum retainer fee.

Commented [KK7]: Need to decide up front how to score this. Score the reference or score according to public v. private or score another way?? See Section 6.3 for descriptions.

Commented [KK8]: Will the BOT be billed or will it be the Consolidated Retirement System?

Commented [KK9]: I wasn’t sure about the intent of the last sentence. Is this saying that hourly rates must include everything or are we asking the proposer to identify what is in the hourly rate?

Commented [KK10]: See my comment below.

Commented [KK11]: I don’t know if this is even applicable. Will they quote us a monthly retainer fee and then bill us hourly rates? Or are we asking for a lump sum monthly fee?

The fees presented by the Proposer shall be attached to the final contract and will be maintained for the term of the agreement.

C. Provide a copy of the Proposer's retainer agreement for services that the Town would enter into with the Awarded Proposer. The Awarded Proposer will be required to acknowledge fiduciary responsibility to the Fund as part of the agreement.

Commented [KK12]: What Fund? It was never mentioned or defined anywhere. Reword perhaps?

Tab 6 – Forms

A. Provide the completed and signed forms:

- Submitted Proposal Form
- Minority Business Statement of Good Faith Efforts Form
- Public Entity Crimes Form
- Form of Affidavit Where Bidder a Corporation, Partnership or Joint Venture, or Sole Proprietor/Individual
- Drug Free Workplace Certification Form
- Equal Employment Opportunity Form

6.0 EVALUATION PROCESS, EVALUATION CRITERIA AND EVALUATION OF PROPOSALS

6.1 Responsiveness and Responsibility

A responsible and responsive proposal will be considered as one which meets or exceeds the RFP specifications and which is submitted by a Proposer capable of performing the requirements as stated in the RFP. The Proposer's ability to meet these requirements shall be solely by the determination of the Town.

The Town's Purchasing Manager will initially review each proposal for: (a) minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content; and (b) conformance to the RFP instructions regarding organization and format.

The Town reserves the right to reject any or all proposals, in whole or in part, for any reason whatsoever, and to re-let the RFP at the Town's discretion. The Town reserves the right to waive any minor non-conformance or irregularities when, in the sole opinion of the Town, such waiver or acceptance is deemed to be in the best interest of the Town.

After the Proposal Due Date, the Town may, in its sole discretion, request clarifications of the information submitted, and may also rely upon any information obtained from any source that pertains to the issue of a Proposer's integrity and capability to perform.

Proposals may be excluded from further consideration and the Proposer will be so advised. No deviations from specifications will be accepted; no alternate proposals will be accepted unless requested in writing. The Town may, in its sole discretion, also exclude from consideration any Proposer whose proposal contains a material misrepresentation. Such proposals will be deemed as non-responsive to this RFP.

Proposals that are deemed non-responsive to this RFP will be excluded from any further consideration. A proposal may be deemed non-responsive for any of the following reasons: Proposer fails to attend a mandatory pre-proposal meeting or other mandatory meetings as required by the RFP Documents; Proposer fails to specifically include information required by the specifications; Proposer fails to sign a submitted proposal; Proposer fails to submit a proposal that does not include information specifically required in the RFP Documents. The above is not an exclusive list and the Town may deem a proposal non-responsive for other valid causes and lack of responsiveness shall solely be by the determination of the Town.

6.2 Disqualification of Proposers

Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Proposer and the rejection of its proposal:

1. Submission of more than one proposal for the same work by an individual, firm, partnership, or corporation under the same or different names;
2. Evidence of collusion among Proposers, or previous participation in collusive bidding or proposing on services for the Town;
3. Uncompleted services for which the Proposer is committed by contract which, in the judgment of the Town, might hinder or prevent the prompt completion of the Services under this RFP if awarded to Proposer;
4. Inconsistencies between the proposals provided by the Proposer;
5. Violations of the code of ethics as provided for herein;
6. Familial relation with the Town's purchasing agents (Town Manager or Purchasing Manager) or public officer (Town Commissioner) as provided for in Section 112.313(3), F.S.;
7. Conviction for a Public Entity Crime as provided for in Section 287.133, F.S.; or
8. Prior suspension or debarment as set forth in Section 38.31 of the Town Code.

The above listed causes are not an exclusive list, and the Town may disqualify proposers for other valid causes.

6.3 Evaluation Process

Proposals will be evaluated following this evaluation process and all applicable Town purchasing policies and procedures.

The Town Manager shall establish a selection committee ("Selection Committee") that will be responsible for evaluating and scoring/ranking the proposals in accordance with this Section.

The Town will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the proposals as applicable.

Selection of a final Proposer will be based upon the following steps and factors:

Elevation Level 1

- The Town's Purchasing Manager shall review all proposals for conformance with the RFP guidelines and detailed submittal requirements. Conforming proposals shall be elevated to Elevation Level 2. The Town's Purchasing Manager or designee will distribute proposals and evaluation criteria to the Selection Committee.
- The Selection Committee may convene with reasonable public notice to review questions that arise during individual member review of submitted proposals prior to Elevation Level 2 to allow for questions, clarifications, explanations or other discussion to be held before the review of proposals is completed.

Elevation Level 2

Each Selection Committee member shall score each proposal on the following evaluation criteria:

Commented [KK13]: Need to allocate points

Evaluation Criteria	Maximum Points
Profile and Qualifications	xx points
Accessibility and Responsiveness	xx points
Experience with Similar Services	xx points
Fees	xx points
Total Points Available	100 points

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

- **EXCELLENT (1.0):** *Of the highest or finest quality; exceptional; superior; superb*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included demonstrate the Proposer’s ability to perform and deliver far beyond expectation.
- **VERY GOOD (0.8):** *To a high degree; better than above competent and/or skillful*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included demonstrate the Proposer’s ability to perform and deliver beyond expectation.
- **GOOD (0.6):** *Having positive or desirable qualities; competent; skilled; above average*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included demonstrate the Proposer’s ability to perform and deliver at the expected level.
- **FAIR (0.4):** *Average, moderate, mediocre; adequate; sufficient; standard*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included demonstrate the Proposer’s ability to perform and deliver at a level slightly below expectation.
- **POOR (0.2):** *Inadequate; lacking; inferior in quality; of little or less merit; substandard*

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information or was of inferior quality. The facts included demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- **UNACCEPTABLE (0.0):**

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies an "Experience" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows:

$$25 \text{ available points} \times 0.8 \text{ applicable description factor multiplier} = 20 \text{ points}$$

A Selection Committee member's total score for each proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their proposal evaluations, the individual Selection Committee members' total scores for each proposal will be added together to produce a final score for each proposal.

The Town's Purchasing Manager, or designee, will conform the calculations for the final score for each proposal. They shall publish a rank-ordered listing of the proposals to the Selection Committee with the proposal receiving the highest points as the highest-ranked proposal.

If the Selection Committee decides to interview Proposers based on the final scores then, at a minimum, the Selection Committee shall elevate the three (3) highest-ranked Proposers to Elevation Level 3 for presentations. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend to the Town Manager to enter into contract negotiations with the highest ranked Proposer.

Elevation Level 3 (Proposer Presentations)

The Selection Committee may conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's proposal.

After all elevated Proposer presentations, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the desired services.

The Town's Purchasing Member, or designee, shall receive and compile each Selection Committee member's ranking of each Proposer and then publish a rank-ordered listing of Proposer's to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend award to the Town Manager and to enter into Contract Negotiations with the highest-ranked Proposer(s). After the Town Manager's approval of the recommendation of award, said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the Town Manager (with possible assistance from the Town Attorney and the Town's Purchasing Manager) and the elevated Proposer shall negotiate an agreement.

If after negotiating for a reasonable time period, the Town and the Proposer fail to agree upon the terms of an acceptable contract, negotiations shall be terminated and negotiations with the next-highest-ranked Proposer shall commence. If again unsuccessful, the process is repeated with the next-highest-ranked Proposer, and so on. This process is continued until a mutually agreeable contract is concluded or the project is abandoned, or the RFP selection process is otherwise terminated.

Upon agreement of terms and conditions for a final negotiated agreement, an agreement shall be awarded by the Town Manager.

6.4 Tie Proposals

When multiple proposals are equal in all respects (quality, price, and service), the Town may give preference to the Proposer with drug-free workplace programs; Proposer shall certify that the program complies with the requirements of Section 287.087, F.S. Information about the program shall be included in the Proposer's submittal under Tab 6. Forms.

At the sole discretion of the Town, payment terms and other consequential information may also be utilized in resolving apparent tie proposals.

6.5 Award of Agreement

The Town intends to award an agreement(s) resulting from this competitive solicitation to the short-listed Proposer who represents the best value to the Town. The Town is not obligated to make an award under or as a result of this competitive solicitation. The Town reserves the right to postpone the award of the agreement for a period of time not to exceed one hundred twenty (120) days from the Proposal Due Date.

6.6 Posting of Intent to Award

The intent to award an agreement to the Awarded Proposer(s), if any, will be posted on Demand Star for review by interested parties.

6.7 Protest

Any protest related to this RFP must be in accordance with the Town's Protest Procedures as specified in Chapter 38 of the Town's Code of Ordinances.

6.8 Non-Exclusive Agreement

This RFP does not establish an exclusive arrangement between the Town and the awarded Proposer. The Town has an unrestricted right to use others to perform work, provide services, or deliver the same or similar products as described herein.

7.0 INSURANCE

Within fifteen (15) days of the posted date of Intent of Award, each apparent Awarded Proposer shall submit to the Town's Purchasing Manager a copy of the Proposer's current insurance coverage with endorsements, as evidenced by certificates of insurance with an insurance carrier approved and licensed by the Insurance Department of the State of Florida.

The Town of Longboat Key shall be named as additional insured. The insurer shall agree to waive all rights of subrogation against the Town of Longboat Key.

Proposal award will be subject to proof of insurance, in the form of certificates of insurance, being provided to the Town within fifteen (15) days of the posted date of the Intent of Award, and subject to acceptance of the types and amounts of coverage by Town's Purchasing Manager.

The certificates of insurance shall provide thirty (30) days written notice for any change, cancellation, or non-renewal.

Insurance coverage required from the apparent Awarded Proposer shall be provided by or on behalf of all subcontractors to cover their operations performed. The Awarded Proposer shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Proof of insurance with endorsements shall be sent to:

Town of Longboat Key
Attention: Purchasing Manager
501 Bay Isles Road
Longboat Key, Florida 34228

Note the RFP number and project title on certificates.

The acceptable form of the certificates of insurance shall be the industry standard ACORD certificate.

Once received by the Purchasing Manager, the certificates of insurance and endorsements shall accompany the executed agreement.

8.0 NEGOTIATION

The Town Manager (or designee) shall negotiate an agreement with the Awarded Proposer for the subject professional services at compensation which the Town determines is fair, competitive, and reasonable. This RFP process is conducted pursuant to Chapter 38 of the Town's Code of Ordinances and the Finance Department's administrative procedures.

8.1 Selection, Negotiation, Additional Information

Although the Town reserves the right to negotiate with any Proposer to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive of Proposers without further discussion, negotiation, or prior notice. The Town may presume that any proposal is a best-and-final offer.

9.0 TOWN'S RESERVED RIGHTS

- 9.1 To be the judge of the Proposer's qualifications through an Selection Committee comprised of designated Town staff or other representatives.
- 9.2 To conduct pre-award discussions with any responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award. Such discussions may include, but not be limited to personal interviews with and/or presentations before the Selection Committee.
- 9.3 To request that Proposers modify their proposal to more fully meet the needs of the Town or to furnish additional information as the Town may reasonably require.
- 9.4 To accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.
- 9.5 To request additional qualification information.
- 9.6 To hold meetings and interviews, and conduct discussions and correspondence, with one or more proposers to seek an improved understanding of any information contained in a proposal.
- 9.7 To seek clarification from any Proposer to fully understand information provided in a proposal and to help evaluate and rank the proposers.

- 9.8 To limit and/or determine the actual services to be included in the agreement with the Awarded Proposer.
- 9.9 To obtain information from any available sources for use in evaluating the proposals.
- 9.10 To waive any irregularity in any proposal, or reject any or all submittals, in part or in whole, should it be deemed to be in the best interest of the Town to do so.

10.0 MINORITY BUSINESS PARTICIPATION

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the Town hereby notifies all Proposers that they will affirmatively ensure minority business enterprises will be afforded a full opportunity to participate in response to this RFP and will not be discriminated against on the grounds of race, color or national origin in consideration for qualification.

11.0 GENERAL TERMS

11.1 Equal Opportunity/Affirmative Action

The Town is an equal opportunity/affirmative action employer. The Town is committed to equal opportunity employment efforts and expects firms that do business with the Town to have a vigorous affirmative action program.

11.2 Women/Minority Business Outreach

The Town hereby notifies all potential proposers that Women/Minority-Business Enterprises are to be afforded a full opportunity to participate in any procurement by the Town and will not be subject to discrimination on the basis of race, color, sex, or national origin.

11.3 Proposer Affirmation

By submitting a proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm, or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain any advantage over other persons or over the Town.

11.4 Proposer Development Costs

Neither the Town nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare a response simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

11.5 Code of Ethics

If any proposer violates or is a party to a violation of the code of ethics of The Town of Longboat Key or the State of Florida, with respect to this RFP, such proposer may be disqualified from performing the Services described in this RFP or from furnishing services for which the proposal is submitted, and shall be further disqualified from bidding on any future requests for work, goods, or services for the Town.

11.6 Conflict of Interest

Subject to the provisions of Chapter 112, F.S., all Proposers must disclose with their proposal the name of any officer, director, agent, or shareholder who is also an employee of the Town. All Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

11.7 Disclosure – Advisory Board Member of Town

11.7.1 Sections 112.313(3) and 112.313(7), F.S., prohibit an advisory board member of the Town from holding any employment or contractual relationship with any business entity doing business with the Town. Section 112.313(12), F.S., provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the Supervisor of Elections, which is the sole responsibility of the proposer and must be filed prior to or at the time of submission of the RFP. A copy of the filed disclosure form shall be included as part of the proposer's response.

11.7.2 Advisory board member is required to, prior to or at the time of the submissions of the proposal, file a statement with the Supervisor of Elections, disclosing his or her interest and the nature of the intended business.

11.7.3 Advisory board member, or his or her spouse or child is required to have in no way used or attempted to use his or her influence to persuade a member of the Town or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

11.7.4 Advisory board member, or his or her spouse or child is required to have in no way participated in the determination of the proposal specifications or the determination of the responsible and responsive proposer.

11.8 Cone of Silence

After the issuance of the RFP by the Town, proposers and their representatives shall not contact, communicate with, or discuss any matter relating in any way to this RFP with the Town, including any Commissioner, member of the Selection Committee, or any employee of the Town other than the Town's Purchasing Manager (or designee) unless otherwise directed. This prohibition begins with the issuance of the RFP and ends upon award of the resulting agreement. Such communications initiated by a Proposer shall be grounds for disqualifying the offending Proposer from consideration for award under this RFP and/or potentially any future procurement with the Town.

11.9 Copyright

The Awarded Proposer shall irrevocably transfer, assign, set over, and convey to the Town all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the agreement awarded under this RFP. The Awarded Proposer further agrees to execute such documents as the Town may request to affect such transfer or assignment.

11.10 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a agreement to provide any goods or services to a public entity, may not submit a proposal on a agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as supplier, subcontractor, or Contractor 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, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

11.11 Proposer's Employment of Unauthorized Aliens

Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Awarded Proposer knowingly employs unauthorized aliens, such violation shall be cause for the University's unilateral cancellation of the agreement.

11.12 Estimated Quantities

When applicable, and unless specifically addressed in the RFP, the estimated quantities of work to be done and materials to be furnished under this RFP are to be considered as approximate only and are to be used solely for the comparison of proposals. The Town does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith, nor shall the Proposer plead misunderstanding or deception because of such estimate of quantities. Payment to the Awarded Proposer will be made only for the actual quantities of Services performed and material furnished in accordance with the contract and it is understood that the quantities may be changed as provided in the RFP Documents without in any way invalidating any of the unit or lump sum prices.

11.13 Mistakes

Proposers are required to examine the RFP Documents. Failure to do so will be at Proposer's risk.

11.14 Taxes

Goods and services sold to the Town under this RFP and the ensuing agreement shall be less all federal, state, and local taxes, since the Town has tax-exempt status (Town State Sales and Use Tax Exemption Certificate Number: 85-8012646331C-7).

11.15 Warranty of Title

The Awarded Proposer shall warrant and guarantee that title to all work, materials, and equipment covered by any invoice or application for payment will pass to the Town, no later than the time of payment, free and clear of all liens.

TOWN OF LONGBOAT KEY FLORIDA
RFP # 15-030 LEGAL SERVICES TO THE BOARD OF TRUSTEES FOR
THE CONSOLIDATED RETIREMENT SYSTEM

SUBMITTED PROPOSAL FORM

The undersigned Proposer declares that the only person or parties interested in this RFP as principals are those named herein, that this proposal is made without any understanding, contract, or connection with any other person, firm, or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. The Proposer understands that this proposal must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection.

The undersigned Proposer represents that the Proposer accepts, and that this proposal complies with, the RFP Documents; that Proposer has carefully examined the RFP Documents for the designated Services. Proposer affirms that Proposer has carefully examined the location of the designated Services and, from its own investigations, is satisfied as to the nature and location of the Services, the character, quality, and the quantity of materials, the kind and extent of equipment and other facilities needed for the performance of the Services, the general and local conditions and all difficulties that may be encountered, and all other items which may, in any way, affect the Services or its performance.

The undersigned Proposer proposes, and agrees if this proposal is accepted, that it will contract with the Town to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the Services, and furnish all the materials and equipment specified or referred to in the RFP Documents in the manner and time herein prescribed, and according to the requirements of the Town as therein set forth.

Under provisions of Chapter 112, Florida Statutes, Proposer must disclose with proposal the name of any officer, director, or agent who is also an employee of the Town of Longboat Key. Proposer must disclose on an attachment (provided by Proposer) entitled "Submitted Proposal Conflict of Interest" the name of any Town employee who owns, directly or indirectly, a five percent (5%) or more interest in the proposer's firm or any of its branches, or in the firm of any subcontractor to this proposal. Absence of such an attachment represents Proposer's certification of no such employee.

Proposer acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in proposal pricing. If an addendum is issued, the Addendum Acknowledgement sheet must be signed and submitted with the proposal package at the time and due date of the proposal.

ADDENDUM #	ADDENDUM DATE	ADDENDUM #	ADDENDUM DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned Proposer understands that the Town reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in any proposal. The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of one hundred twenty (120) days after the scheduled RFP opening.

Having carefully examined the RFP Documents, Proposer agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire Services (including mobilization and demobilization), and to execute an agreement for Services and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the RFP Documents and will completely perform the Services in strict accordance with the terms of the RFP Documents.

The undersigned Proposer acknowledges that Services to be performed shall conform to all Town codes and regulations. Services must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit.

(Signature of Proposer)

(Typed name of Proposer)

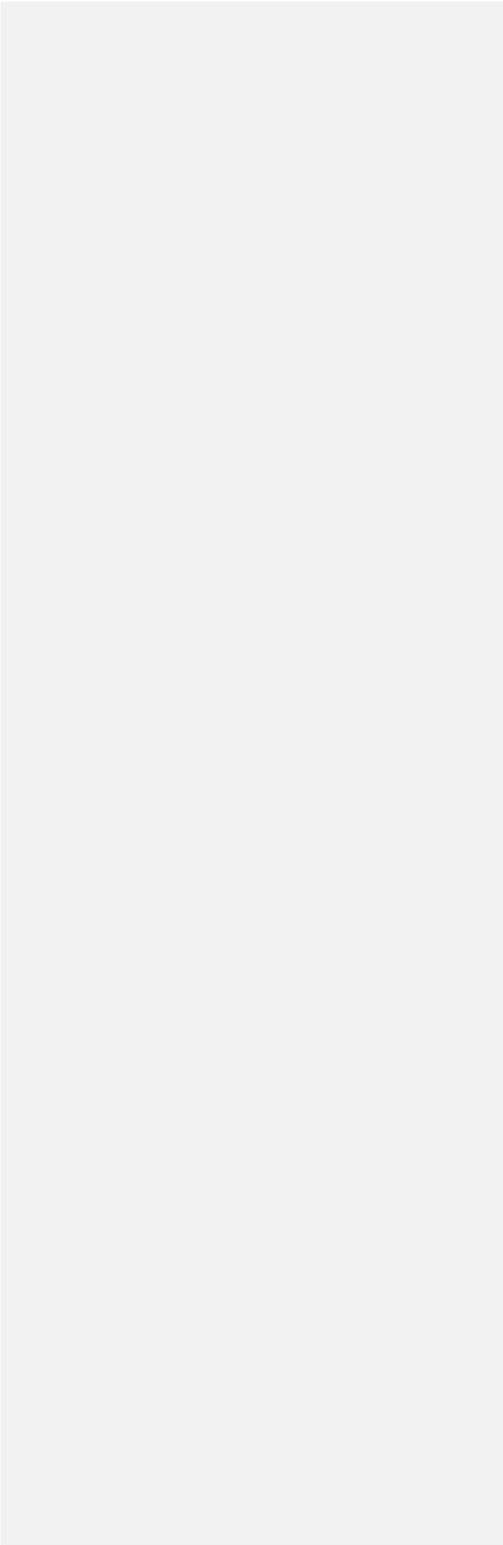
Doing Business As: _____

Business Address: _____

City: _____ State _____ Zip _____

Fax: _____ Phone: _____

E-mail address: _____



MINORITY BUSINESS STATEMENT OF GOOD FAITH EFFORTS

(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

RFP Name: 15-030 Legal Services to the Board of Trustees for the Consolidated Retirement System

The Legislature finds that there is evidence of a systematic pattern of past and continuing racial discrimination against minority business enterprises and a disparity in the availability and use of minority business enterprises in the state procurement system. It is determined to be a compelling state interest to rectify such discrimination and disparity. Based upon statistical data profiling this discrimination, the Legislature has enacted race-conscious and gender-conscious remedial programs to ensure minority participation in the economic life of the state, in state contracts for the purchase of commodities and services, and in construction contracts. The purpose and intent of this section is to increase participation by minority business enterprises accomplished by encouraging the use of minority business enterprises and the entry of new and diversified minority business enterprises into the marketplace. (Section 287.09451, Florida Statutes)

The Proposer states that an endeavor to meet the minority business enterprise procurement goals under Section 287.09451, Florida Statutes for all Town projects as assigned will be met.

PROPOSER:

Print or type name of entity

By:

Signature

Print or Type Name

Print or Type Title

Date

PUBLIC ENTITY CRIMES FORM

(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of public entity]

by _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

whose business address is: _____

City, State and Zip _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A AGREEMENT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Date: _____

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____, who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, _____.

NOTARY PUBLIC

My commission expires: _____

FORM OF AFFIDAVIT WHERE PROPOSER IS A CORPORATION

(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

STATE OF _____ COUNTY OF _____

_____, being duly sworn, deposes and says: I
am _____ of _____, the

corporation described in and which executed the foregoing bid; that I have been duly authorized to execute and did execute the foregoing bid pursuant to that authorization, and that the several matters therein stated are in all respects true.

PROPOSER:

Print or Type Name of Entity

By: _____
Signature Print or Type Name

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) a _____ (state or place of incorporation), on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and who did (did not) take an oath.

NOTARY:

Signature of Notary

Print or Type Name of Notary

Commission Number Commission expires: _____

FORM OF AFFIDAVIT WHERE PROPOSER IS A SOLE PROPRIETOR/INDIVIDUAL

(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

STATE OF _____ COUNTY OF _____

_____, being duly sworn, deposes and says: I am the sole proprietor/individual doing _____, the proposer described business as _____ in _____

the foregoing bid and who executed the foregoing bid and that the several matters therein stated are in all respects true.

PROPOSER:

Print or Type Name of Entity

By: _____
Signature Print or Type Name

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____. He/she is personally known to me or produced _____ has as identification and who did (did not) take an oath.

NOTARY:

Signature of Notary

Print or Type Name of Notary

Commission Number Commission expires: _____

DRUG FREE WORKPLACE CERTIFICATION

(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

PROPOSER:

Print or type name of entity

By:

Signature

Print or type name

Print or type title

Date

Drug Free Workplace Certification, page 2 of 2

State of _____, County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, who is personally known to me or has produced _____, as identification and who did (did not) take an oath and who acknowledged before me that he executed the same for the purposes therein expressed on behalf of said corporation.

NOTARY PUBLIC: _____

Typed Name: _____

Commission Expires: _____

