



LEVY COUNTY BOARD OF COUNTY COMMISSIONERS
 PROCUREMENT DEPARTMENT
 P.O. BOX 310
 310 SCHOOL STREET
 BRONSON, FL 32621
 PHONE: (352) 486-5218 EXT. 2
 FAX: (352) 486-5167
 EMAIL: TRETHERWAY-ALI@LEVYCOUNTY.ORG

COVER PAGE

RFP_2024_005 – STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM MANAGEMENT

LAST DAY FOR QUESTIONS: XX/XX/XX, XX:XX P.M., EST | **DUE DATE: XX/XX/XX, XX:XX P.M., EST**

SUMMARY OF SCOPE: The County is requesting proposals from individuals or firms to provide program management for the State Housing Initiative Partnership.

SUBMITTAL OF PROPOSAL: Levy County only accepts electronic submittals through “E-Bidding” on the DemandStar platform, www.DemandStar.com. In order to submit a proposal in response to this solicitation the bidder must be registered with DemandStar.

For questions relating to this bid, contact Ali Tretheway, Procurement Coordinator at tretheway-ali@levycounty.org.

ITEMS THAT MUST BE INCLUDED WITH PROPOSAL: Submitting an incomplete document may deem the proposal non-responsive, causing rejection. Please check each box for each item submitted with proposal. Prior to submitting my proposal, I have verified that all forms are attached and are considered as part of my proposal:

- COVER PAGE
- INTRODUCTORY LETTER
- KEY STAFF
- TEAM EXPERIENCE
- APPROACH AND UNDERSTANDING OF REQUIREMENTS
- MANAGEMENT WITH ORGANIZATION
- COST/FEE PROPOSAL
- PROPOSAL SIGNATURE FORM
- STATEMENT OF PROPOSER’S FINANCIAL STABILITY
- SUMMARY OF LITIGATION
- CERTIFICATE OF INSURABILITY – AS NOTED IN PART III ARTICLE 13
- EVIDENCE THAT THE PROPOSER IS QUALIFIED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA
- DRUG FREE WORKPLACE FORM
- NON-COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST DISCLOSURE STATEMENT
- COPIES OF ANY APPLICABLE AND CURRENT LICENSES OR CERTIFICATIONS REQUIRED
- VENDORS ON SCRUTINIZED COMPANIES LIST
- VENDOR INFORMATION FORM
- W9

Company Name: _____
 Name: _____
 Address: _____
 Mailing Address (if Different): _____
 Email (Required): _____
 Telephone: _____ FEIN: _____

By signing this form, I acknowledge I have read and understand, and my firm complies with all General Conditions and requirements set forth herein:

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____
DATE SUBMITTED: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM MANAGEMENT

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BOARD OF COUNTY COMMISSIONERS

LEVY COUNTY, FLORIDA

REQUEST FOR PROPOSALS

RFP_2024_005

ADVERTISEMENT

Notice is hereby given that Levy County, Florida will be receiving sealed proposals via E-Bidding at www.DemandStar.com, for

RFP_2024_005

STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM MANAGEMENT

The intent of the County is to enter into an agreement with an experienced and qualified professional, individual or firm to provide State Housing Initiative Partnership (SHIP) Program Management as described in the Request for Proposals documents.

LEVY COUNTY GOVERNMENT CENTER

310 SCHOOL STREET

BRONSON, FLORIDA 32621

E-BID OPENING DATE: XX:XX P.M., EST, (DAY), (MONTH, DAY), 2024

Documents can be obtained by contacting the Procurement Coordinator of Levy County, Florida at (352) 486-5218 ext. 2 or online through the DemandStar system by Onvia at www.DemandStar.com. If you have any questions, please call Ali Tretheway, Procurement Coordinator.

Gainesville Sun

Date(s): XX/XX/XX, XX/XX/XX

STATEMENT OF NON-SUBMITTAL

Levy County
Board of County Commissioners
310 School Street
Bronson, FL 32621
(352) 486-5218

If you **do not** intend to submit a response to the Request for Proposals, please return this form to the above address immediately or fax to (352) 486-5167. If this statement is not completed and returned, your company may be deleted from the Levy County list for this service.

We the undersigned have declined to submit a response on the **REQUEST FOR PROPOSALS FOR STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM MANAGEMENT** for the following reason(s):

- Insufficient time to respond to the Request for Proposals.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Unable to meet proposal specifications or scope of anticipated services.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this service.
- Other (specify below).

Remarks: _____

Company Name: _____

Email: _____

Signature: _____

Telephone: _____ Date: _____

PART I - GENERAL INSTRUCTIONS/OVERVIEW OF RFP PROCESS

REQUEST FOR PROPOSALS

RFP_2024_005

STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM MANAGEMENT

RP-01 PURPOSE: Levy County (the “County”) issues this Request for Proposals (the “RFP”) to solicit proposals from individuals or legal entities authorized to do business in that State of Florida who are experienced and qualified to provide the scope of services described in RP-03 below (the “Project”). This RFP outlines the process, requirements and criteria for submittal of proposals, evaluation of proposals, selection and award of contract. A proposal submitted in response to this RFP must satisfy all requirements and criteria set forth herein to be deemed responsive and eligible for evaluation. At the end of this RFP process, the County anticipates entering into a written contract in the form contained in Part III of this RFP (the “Contract”) with one (1) proposer whose proposal is determined to be in the best interest of the County (the “Contractor.”)

RP-02 RESERVED RIGHTS: The County reserves all rights, including but not limited to, the right to accept or reject any or all proposals submitted in response to this RFP; to accept all or any part of a proposal; to re-advertise, postpone or cancel this RFP process; to modify the RFP timeline/schedule; to expand the scope of services; to waive irregularities and technicalities, and to request resubmission. Any sole response received may be accepted or rejected by the County, in its sole discretion, depending on the availability of competition and the needs of the County. The County reserves the right to investigate any proposer to determine their ability to perform the work or services requested. Each proposer shall provide information the County reasonably requests in order to determine proposer’s abilities. The County’s decisions concerning such matters shall be final.

RP-03 PROJECT DESCRIPTION/SCOPE OF SERVICES: The County is seeking services of a qualified individuals or firms to provide the following services for grant funded projects for Federal Fiscal Year (need the fiscal years):

1. State Housing Initiative Partnership (SHIP) Program Management and Housing Rehabilitation Specialist Services including annual review, revision and implementation of the Levy County Local Housing Assistance Plan (LHAP) as well as seeking and leveraging other housing funds that may be available.
2. Services shall include, but not be limited to:
 - a. Developing annual and other required agency reports with County Staff;
 - b. Coordinating with Florida Housing Finance Corporation;
 - c. Assisting with development of LHAP strategies;
 - d. Tracking SHIP Funds;
 - e. Providing technical support on an ongoing basis to County Staff for compliance with SHIP rules and guidelines;
 - f. Providing technical support and quality review of any applicant intake;
 - g. coordinating and conducting any required public input including affordable housing committee meetings;
 - h. Regular meetings with County staff to review progress and advice;
 - i. Developing any needed SHIP contract modifications;
 - j. Reviewing and making recommendation on any SHIP sub-recipient contracts including enforcement of SHIP requirements;
 - k. Assisting staff with the development of any notices or forms for use with the SHIP program;
 - l. Tracking and advising County staff on the management and use of recaptured funds (Program Income); and
 - m. Providing similar assistance on leveraging funds such as Hurricane Housing Recovery funds, Community Development Block Grant funds (CDBG), monitoring projects, project inspections, development of scope of work, approval of project invoices, and reviewing change orders.

Commented [AT1]: Will need to get Fiscal year.

Commented [AT2]: Will need to get this number.

3. The County anticipates needing support for approximately \$(_____) SHIP funds. Future fiscal years will be subject to legislative funding of SHIP.
4. Contractor will only be paid if Levy County receives SHIP funding.
5. The budget for grants management is expected to be no more than \$20,000 annually, with Housing Specialist Services being no more than \$2,500 per unit for rehabilitation or replacement monitoring as part of the SHIP Housing Budget.
6. SHIP contracts for services shall include all required Florida SHIP contract clauses as provided by the Florida Housing Finance Corporation, as well as comply with all Florida SHIP procurement and contract requirements.
7. SHIP and other grant/loan program contracts, either single or separate as required by each program may be subject to grant awards and release of funds by respective funding agencies as determined by the County.

Commented [AT3]: Will need to get this number.

RP-04 ANTICIPATED TIMELINE: The following is the anticipated timeline for this RFP process. The County reserves the right to revise this timeline by issuance of written addenda to this RFP. Proposers must adhere to the published timeline, as revised from time to time.

PROCESS STEPS	DATE/TIME
County advertise for Request for Proposals	XX/XX/XX, XX/XX/XX
Date of Distribution	XX/XX/XX
Deadline for Questions and Contract Exception Forms	XX/XX/XX, XX:XX PM
Final Addenda Posted	XX/XX/XX, XX:XX PM
Proposal Due Date NOTE: Any proposal that is submitted after the due date and time (regardless of reason) will be rejected by the County.	XX/XX/XX, XX:XX P.M. EST
Professional Services Committee Review	TBD
Shortlisted Firms Presentation (if any)	TBD
County Commission Meeting for Approval of Ranking and Award	TBD

RP-05 QUESTIONS, EXCEPTIONS TO FORM CONTRACT AND ADDENDA: There shall not be any contact between a potential proposer/proposer or their representative(s) and any member of County staff or County Commissioner regarding this Project or RFP.

The County will not respond to verbal (in person or phone) questions regarding this RFP. Proposers must submit written questions (via fax, email, mail or hand delivery) to the Procurement Coordinator at P.O. Box 310 or 310 School Street, Bronson, Florida 32621; Fax Number: (352) 486-5167; email: Tretheway-ali@levycounty.org.

In addition, any proposer who requires/requests revision(s) to the Contract (contained in Part III of this RFP) must submit a completed Contract Exception Form (contained in Part IV of this RFP.) The County is under no obligation to grant any exceptions and proposals that are contingent on exceptions being granted will be deemed non-responsive.

All questions and Contract Exception Forms must be received by the County prior to the deadline for same in order to receive a response. The County will respond to each question and each completed Contract Exception Form and will issue written addenda for any supplemental instructions or clarifications to the RFP or the Contract. All addenda will be sent to all proposers who received the RFP from the County and will also be posted in DemandStar. Each proposer must acknowledge receipt of addenda as part of its proposal and is presumed to have read and be thoroughly familiar with the provisions of this RFP and its addenda. If a Contract Exception is rejected by the County during the question portion of this RFP process and the proposer subsequently submits a proposal, the proposer is deemed to have waived the request for a Contract Exception.

RP-06 SUBMITTAL OF PROPOSALS: Detailed instructions for proposal format, contents and submittal is contained in Section II of this RFP. The County is not responsible for any expense incurred by proposers in connection with their preparation and submittal of a proposal and/or participation in this RFP process.

RP-07 REVIEW OF PROPOSALS; EVALUATION; DISCUSSIONS/PRESENTATION/INTERVIEWS: After the Proposal Due Date, the Professional Services Committee (consisting of the County Coordinator, the Planning & Zoning Director and the Building Official) will evaluate the responses and develop a ranking of no less than three (3) respondents to recommend to the Board.

The Board may (a) approve the committee's recommended ranking and authorize award of the Contract to the highest ranked proposer; or (b) review the proposals, require or waive discussions, presentations and/or interviews with proposer(s) regarding their qualifications, approach to the Project, and ability to perform and complete the Project. If the Board opts for (b), it must then develop its own ranking of the proposals and authorize award of the Contract to its highest ranked proposer.

The Board reserves the right to reject any proposal, or any part of a proposal, reject all proposals, to waive any irregularities in any proposals, and to award the Contract as it deems to be in the best interest of the County. The Board decision(s) shall be final.

Any portion of a meeting at which a proposer makes an oral presentation, answers questions, or engages in negotiations as part of a competitive solicitation is exempt from the public meeting requirements in Section 286.011, Florida Statutes and S. 24(b), Article I of the Florida Constitution.

RP-08 AWARD OF CONTRACT: In the event that the top ranked proposer does not execute the Contract, the County reserves the right to award the Contract (in the Form of Contract contained in Part III of this RFP) to the next highest ranked proposer, and so on, until a Contract is executed or until the County elects to end the RFP process.

RP-09 EQUAL OPPORTUNITY: In accordance with the provisions of Title VI of Civil Rights Act of 1964 and the Regulations of the Department of Commerce issued pursuant to such Act, no proposer will be discriminated against on the grounds of race, color, or national origin. In addition, in accordance with the provisions of the County's Procurement Policy, small and minority business enterprises, women's business enterprises and labor surplus area firms will be afforded full opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

All respondents are hereby notified that the Consultant must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, Levy County Resolution 2011-59, all as the same may be amended. Specifically, but not by way of limitation, by submitting a response, the respondent agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through an agreement entered into as a result of this RFP.
- Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics or marital status. Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notes setting forth the provision of this non-discrimination clause.
- Consultant will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics or marital status.
- County may require Consultant to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Consultant's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

END OF PART I

PART II – PROPOSAL FORMAT, CONTENTS & SUBMITTAL

RP-10 PROPOSAL FORMAT/CONTENTS: Proposals are limited to a maximum of fifty (50) pages, which must be numbered sequentially, excluding cover letters, photos, index, resumes, copies of licenses and corporation registrations, and proposal signatures and other documentation/forms required by this RFP. In determining the overall quality and completeness of a proposal, document presentation, organization, and format will be considered. Proposals must be organized in the following format tabbed 1 through 6. If any criterion is not applicable, or if the proposer has no information to provide in response to that criterion, the proposer shall so indicate.

Tab 1 – Cover Page/Introductory Letter (Total Possible Points 20): A completed cover page and an introductory letter (on letterhead, if applicable) not exceeding two (2) pages, which provides a concise statement of interest in the Project including e-mail address of person to be notified of award signed by an authorized corporate officer, principal, or partner. Include physical address of primary Contractor.

Tab 2 – Key Staff (Total Possible Points 20): A list of Key staff with individual experience, certifications and program knowledge.

Tab 3 – Team Experience (Total Possible Points 20):

- A detailed list of the members of the proposer’s Project team, expertise each will bring to the Project and a resume for each team member (including all staff, contracted staff or subconsultants.)
- An explanation of the organizational structure of the proposer and subconsultants or any subsidiary companies comprising the Project team.
- A list of work for the past three (3) years of similar size and scope projects, as evidence of experience and accomplishments, including any similar services provided to County or other local governments. Information provided for each client must include: (1) Client name, project manager name, address, telephone number and email address; (2) Description of project or services; and (3) Time period of the project or contract. Failure to provide complete and accurate client information may result in disqualification of a proposal.

Tab 4 – Approach and Understanding of Requirements (Total Possible Points 20): Proposers should demonstrate their understanding of the scope of services. Responses should address any anticipated problems and proposed solutions. Plans should include detailed descriptions of the intended approach for the Project.

Tab 5 – Forms and other required information (Total Possible Points 5):

1. Completed Proposal Signature Form;
2. Statement of Proposer’s financial stability, including current or prior bankruptcy proceedings;
3. Summary of litigation or other adversarial proceedings filed against proposer in the past five years which is related to the services the proposer provides in the regular course of business, including a brief description of the matter, the outcome or projected outcome, and the monetary amount involved;
4. Evidence or statement of ability to provide the required insurance coverages and bond(s);
5. If proposer is a Florida legal entity, a certificate of good standing from the Florida Secretary of State; or if proposer is a foreign legal entity, evidence of authorization to business in Florida;
6. Drug-Free Workplace Form (recommended);
7. Non-Collusion Affidavit;
8. Conflict of Interest Disclosure Statement;
9. Copies of any license or certification required to perform the Scope of Services;
10. Vendors on Scrutinized Companies Lists;
11. Vendor Information Form;
12. W9 Form; and
13. Any other information/forms required by this RFP.

Tab 6 – Cost/Fee Proposal (Total Possible Points 15): A straightforward Cost/Fee Proposal that includes all costs for the Scope of Services, including any annual or periodic increases in its fees/rates in percentage value or fixed amount.

RP-11 PROPOSAL SUBMITTAL: Proposers must register with DemandStar to submit a proposal in response to this RFP. Any proposal submitted after the published deadline will not be accepted by DemandStar and will not be considered. The County is not responsible for any delays, technical issues with DemandStar or other issues encountered by proposers. Each proposer should allow sufficient time to address any issues that may arise when submitting their proposal. Proposals must include all information, completed forms (without modification), documentation and signatures required by this RFP in order to be deemed complete and eligible for evaluation. Withdrawals must be documented in DemandStar in order to be recognized by the County. A proposal shall, upon opening, constitute an irrevocable offer for a period of 120 days to perform the Project.

RP-12 PUBLIC ENTITY CRIMES STATEMENT: By submittal of a proposal in response to this RFP, a proposer certifies that it has not been placed on the convicted vendor list as described in Article 19 of the Form of Contract (Part III of this RFP.)

END OF PART II

PART III – FORM OF CONTRACT

AGREEMENT FOR STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM MANAGEMENT

This Agreement is entered into between **LEVY COUNTY**, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (the “County”) and **((insert name of contractor))** (the “Contractor”) on ((insert month and day)), 2022 (the “Effective Date”).

RECITALS:

WHEREAS, on ((insert month and day)), 2022, County issued Request for Proposals No. 2022-005 for the services described in Article II below (the “RFP”) in accordance with applicable procurement policies and procedures;

WHEREAS, Contractor submitted a proposal in response to the RFP and was selected by County to provide the services; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 – INCORPORATION OF DOCUMENTS

The RFP consisting 1-27 pages, addenda dated ((insert dates for all addenda)), 2024 (the “Addenda”) and the proposal submitted by Contractor dated ((insert month and day)) 2024 (the “Proposal”), all of which are on file in the County Procurement Department, are made a part of this Agreement. In the event of any conflict, the documents will be given precedence in the following order: (1) this Agreement; (2) the Addenda; (3) the RFP; and (4) the Proposal.

ARTICLE 2 –SCOPE OF SERVICES

- 2.1 The Project consists managing the State Housing Initiative Partnership (SHIP) Program and Housing Rehabilitation Specialist Services including annual review, revision and implementation of the Levy County Local Housing Assistance Plan (LHAP) as well as seeking and leveraging other housing funds that may be available.
- 2.2 The Project consists of the following **Scope of Services but may not be limited to:**
 - 2.2.1 Developing annual and other required agency reports with County Staff;
 - 2.2.2 Coordinating with Florida Housing Finance Corporation;
 - 2.2.3 Assisting with development of LHAP strategies;
 - 2.2.4 Tracking SHIP Funds;
 - 2.2.5 Providing technical support on an ongoing basis to County Staff for compliance with SHIP rules and guidelines;
 - 2.2.6 Providing technical support and quality review of any applicant intake;
 - 2.2.7 coordinating and conducting any required public input including affordable housing committee meetings;
 - 2.2.8 Regular meetings with County staff to review progress and advice;
 - 2.2.9 Developing any needed SHIP contract modifications;
 - 2.2.10 Reviewing and making recommendation on any SHIP sub-recipient contracts including enforcement of SHIP requirements;
 - 2.2.11 Assisting staff with the development of any notices or forms for use with the SHIP program;
 - 2.2.12 Tacking and advising County staff on the management and use of recaptured funds (Program Income); and
 - 2.2.13 Providing similar assistance on leveraging funds such as Hurricane Housing Recover funds, Community Development Block Grant funds (CDBG), monitoring projects, project inspections, development of scope of work, approval of project invoices, and reviewing change orders.
- 2.3 The County anticipates needing support for approximately \$(_____) SHIP funds. Future fiscal years will be subject to legislative funding of SHIP.
- 2.4 Contractor will only be paid if Levy County receives SHIP funding.

- 2.5 The budget for grants management is expected to be no more than \$20,000 annually, with Housing Specialist Services being no more than \$2,500 per unit for rehabilitation or replacement monitoring as part of the SHIP Housing Budget.
- 2.6 SHIP contracts for services shall include all required Florida SHIP contract clauses as provided by the Florida Housing Finance Corporation, as well as comply with all Florida SHIP procurement and contract requirements.
- 2.7 SHIP and other grant/loan program contracts, either single or separate as required by each program may be subject to grant awards and release of funds by respective funding agencies as determined by the County.

ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

- 3.1 Contractor shall perform the Scope of Services in strict accordance with the provisions of this Agreement.
- 3.2 Contractor agrees that, to the best of its ability, the key personnel identified in the Proposal will be retained by Contractor throughout the term of this Agreement. If Contractor is unable to retain any of the key personnel identified in its Proposal, it shall provide prompt notice including the names and qualifications of the replacement personnel to County.
- 3.3 The Contractor is ultimately responsible for satisfying itself as to accuracy of any data provided by the County, and, furthermore, the Contractor is responsible for bringing to the County's attention, for the County's resolution, any material inconsistencies or errors in such data which come to the Contractor's attention.
- 3.4 Contractor shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to performance of this Agreement.
- 3.5 As required by 119.0701, Florida Statutes, the following notice is given regarding the Contractor's duty to comply with Florida's public records laws (Chapter 119, Florida Statutes), as the same may be amended. Failure to comply shall constitute a breach of this Agreement. Specifically, but not by way limitation, Contractor shall:
 - (i) Keep and maintain public records required by County to perform the services;
 - (ii) Upon request from County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (iii) 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 the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to County; and
 - (iv) Upon completion of this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers all public records to County upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon requests from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218

EMAIL: LEVYBOCC@LEVYCOUNTY.ORG
MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

ARTICLE 4 – COUNTY’S RESPONSIBILITIES

- 4.1 The County will be responsible for assisting the Contractor by placing at the Contractor's disposal all available information pertinent to the Project (including previous reports and any other relevant documents and data relative to the Project).
- 4.2 The County shall examine any and all studies, reports, and other documents presented by the Contractor, and render, in writing, decisions pertaining thereto within a reasonable time.
- 4.3 County shall provide reasonable access and entry to all County property required by Contractor to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Contractor to perform the services described in this Agreement, if applicable.
- 4.4 The County reserves the right to appoint a Project Manager for this Project. The Project Manager shall issue all written authorizations to the Contractor that the Project may require, or that may otherwise be defined or referred to in this Agreement. The Project Manager shall also:
 - a) Act as the County's agent with respect to the Services rendered hereunder;
 - b) Transmit instructions to and receive information from the Contractor;
 - c) Communicate the County's policies and decisions to the Contractor regarding the services;
 - d) Determine, initially, whether the Contractor is fulfilling its duties, responsibilities, and obligations hereunder; and
 - e) Determine, initially, the merits of any allegation by the Contractor respecting the County's non-performance of any Project obligation.

All determination made by the Project Manager, as outlined above, shall be final and binding upon the Contractor, but shall not be binding upon the Contractor in regard to general appearances before or appeals to the County, or appearances before or appeals to a court of competent jurisdiction.

ARTICLE 5 – TERM/TERMINATION

- 5.1 The term of this Agreement shall begin on the Effective Date and continue for a three (3) year period. Upon written notice from the County to the Contractor, this Agreement may be extended at the end of the initial 3-year term for up to three additional 1 year terms.
- 5.2 This Agreement may be terminated by County without cause upon no less than thirty (30) calendar days' advance written notice to Contractor. This Agreement may be terminated by the County for cause upon no less than ten (10) calendar days' advance written notice to Contractor, which notice specifies the cause of termination and allows the Contractor a reasonable period in which to cure the cause of termination. This Agreement may be immediately terminated by the County in the following circumstances: funds necessary to pay for the Contractor's services are no longer available, the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Contractor fails to comply with Florida's public records laws.
- 5.3 In the event of termination, Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, surveys, analyses, sketches, tracings, specifications, plan, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other work product prepared by Contractor shall become the property of County and shall be delivered by Contractor to County immediately upon the effective date of termination.

5.4 Notwithstanding the foregoing, the Contractor shall not be relieved of liability for damages sustained by the County from breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

ARTICLE 6 – PAYMENT

6.1 County shall pay the Contractor for the services as detailed in each of the Contractor’s invoices.

6.2

6.3 Price shall be net and all invoices will be subject to and payable according to the Local Government Prompt Payment Act (sections 218.70 through 218.80, Florida Statutes, if applicable).

ARTICLE 7 – STANDARDS AND CORRECTIONS

7.1 Contractor shall perform or furnish to County all services to a level of technical skill, ability, and diligence as required for professionals having the level of skill, expertise and specialized knowledge, as represented to the County, both orally and in writing, to be possessed by Contractor, all in accordance with this Agreement and with generally accepted standards of professional practice and with the laws, statutes, ordinances, codes, rules and regulations governing Contractor’s profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Contractor.

7.2 Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any subconsultant or subcontractor engaged by Contractor under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County’s rights under any applicable statutes of limitations. County review of, approval of, acceptance of, or payment for any of Contractor’s work product, services, or materials shall not be construed to operate as a waiver of any County’s rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement, or cause of action County may have arising out of the performance of this Agreement. The provisions of this section shall survive the termination of this Agreement.

ARTICLE 8 – COUNTY PROPERTY

All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Contractor’s services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

ARTICLE 9 – NOTICES

Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator
P.O. Box 310
Bronson, FL 32621

If to Contractor:

ARTICLE 10 – NO CONTINGENT FEES

Commented [AT4]: Will need assistance with this if approved.

Contractor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of breach or violation of this provision, County may terminate this Agreement without liability and deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 11 – NO ASSIGNMENT

11.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without prior written consent of County.

11.2 Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County. The County reserves the right approve or reject any subcontractor or subconsultant and to evaluate/inspect any subcontractors in order to determine the ability of the subcontractor or subconsultant. The County's approval of a subcontractor or subconsultant shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 12 - INDEMNIFICATION

12.1 The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

12.2 The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

ARTICLE 13 - INSURANCE

Before performing any work, the Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law.

In addition, for those policies that are allowed by law to carry an additional named insured, Contractor will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expirations dates, terms of policies and all endorsements, and shall include the RFP/Project Name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Contractor. Said insurance coverages procured by Contractor as

required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

Coverages and limits for required insurance is as follows:

- A. Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$300,000 each accident, \$300,000 each employee, \$300,000 policy limit for disease.
- B. Public Liability Insurance: Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$300,000 minimum.
- C. Commercial General Liability – Occurrence Form Required: Contractor/Vendor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operation, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.
- D. Professional Liability (Errors & Omissions including Data Breach Coverage): Contractor/Vendor shall carry Professional Liability coverage for it and its employees that has a per occurrence limit of not less than one million (\$1,000,000) dollars.
- E. Commercial Automobile Liability Insurance: Contractor/Vendor shall maintain automobile liability insurance with a limit of not less than \$300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.

ARTICLE 14 - CONTACT PERSON(S)

Upon written request of Contractor, the County Coordinator shall designate one or more County employee(s) to serve as a point of contact for the day-to-day performance of this Agreement.

ARTICLE 15 - SEVERABILITY

In the event that a court having appropriate jurisdiction deems any provision of this Agreement invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 16 - GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL/SOVEREIGN IMMUNITY

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

ARTICLE 17 - INDEPENDENT CONTRACTOR

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and its employees, subcontractors and subconsultants. Under no circumstances shall Contractor, its employees, subcontractors or subconsultants look to the County as his/her employer, or as a partner, agent of principal. Neither Contractor, nor any of and its employees, subcontractors and subconsultants, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

ARTICLE 18 - THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 Pursuant to Section 215.4725, Florida Statutes, contracting with any entity listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Any contract for goods or services of One Million Dollars (\$1,000,000) or more may be terminated at the County's option if it is discovered that the Contractor submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

19.2 As required by Section 287.133(3)(a), Florida Statutes: "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 or 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

19.3 If it is discovered that Contractor provided false statements in the Non-Collusion Affidavit submitted with its proposal, or it is discovered that collusion existed between Contractor and any other proposers or parties, the responses of all participants in such collusion will be rejected and/or this Agreement terminated and no participants in the collusion will be considered in future procurement processes.

19.4 The Contractor must comply, as applicable, with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Florida Civil Rights Act, and Levy County Resolution 2011-59, and other laws that prohibit harassment and discrimination, all as the same may be amended. Specifically, but not by way of limitation, the Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics, pregnancy or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status. Contractor agrees to post notice in a conspicuous place, available to employees and applicants for employment, setting forth the provision of this non-discrimination clause.

- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status.
- County may require Contractor to submit reports, and permit the County access to Contractor's books, records, accounts and other sources of information and its facilities, as may be reasonably necessary to determine Contractor's compliance with laws that prohibit harassment and discrimination.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the Effective Date.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____, Chair

Date: _____

ATTEST: Danny Shipp, Clerk of the
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners

Danny Shipp, Clerk

Approved as to form and legal sufficiency

Nicolle M. Shalley, County Attorney

By: _____

Title: _____

Date: _____

ATTEST/WITNESS

Secretary of Corporation

END OF PART III

PART IV – REQUIRED AND OPTIONAL FORMS
(Forms begin on the Following Page)

PROPOSAL SIGNATURE FORM

The undersigned attests the authority to submit this proposal and to bind the proposer herein named to fully perform in accordance with the Request for Proposals (the "RFP"), if the proposer is awarded a contract by the County. The undersigned further certifies they have read the entire RFP package, and any other documentation relating to the RFP, and that this proposal is submitted with full knowledge and understanding of the requirements contained therein.

Proposer is an (please check one):

INDIVIDUAL	<input type="checkbox"/>
PARTNERSHIP	<input type="checkbox"/>
CORPORATION	<input type="checkbox"/>
JOINT VENTURE	<input type="checkbox"/>
LLC	<input type="checkbox"/>

Name: _____

Primary Office Address: _____

City, State, Zip: _____

Address (Servicing Levy County if Different from Above): _____

Email Address: _____

Name/Title of Levy County Rep: _____

Telephone: _____ Fax: _____

Signature: _____ Date: _____

Is Proposer a small or minority business, women's business enterprise, or labor surplus area firm?
 Yes No (Check which is applicable)

Cost/Fee Proposal (attached) Yes No

Addenda are considered a binding part of the RFP and it is critical each proposer acknowledge receipt of same. Your proposal may be considered non-responsive if receipt of addendum is not acknowledged below.

Receipt of Addenda Acknowledged:

Addendum No. _____ Dated _____ Signature _____

Addendum No. _____ Dated _____ Signature _____

Addendum No. _____ Dated _____ Signature _____

DRUG FREE WORKPLACE FORM

DRUG-FREE WORKPLACE: Levy County is a Drug-Free Workplace. It is strongly suggested that the attached Drug-Free Workplace Form be signed and returned to this office with the proposal.

The undersigned Proposer in accordance with Section 287.087, Florida Statutes, hereby certifies that the Proposer _____ (name of firm or individual) does:

1. Publish a statement notifying employees that the unlawful manufacture, distributions, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions 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 maintain a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. 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 firm complies fully with the above requirements.

NAME OF PROPOSER: _____

Signature: _____
Title: _____
Date: _____

NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____

According to law on my oath, and under penalty of perjury, depose and say that:

- 1. I am _____ of the firm of _____ providing this proposal in response to the RFP for Auctioneering Services, and that I executed the said proposal with full authority to do so.
2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;
3. The statements contained in this affidavit are true and correct, and made with full knowledge that Levy County relies upon the truth of the statements contained in this affidavit in awarding any contract for any services resulting from this RFP.

Signature of Proposer Representative _____ Date _____

STATE OF: _____
COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by _____ (name), as _____ (title) for _____ (name of proposer). [] Personally known OR [] Produced Identification _____ (type of identification)

NOTARY PUBLIC

My Commission Expires: _____

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposals or bids the names of: (1) any officer, director, employee or agent of proposer is also an officer or an employee of the Levy County Board of County Commissioners; (2) any officer, partner, director or proprietor of the proposer is the spouse or child of one of the members of the Levy County Board of County Commissioners; (3) any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer or any of its branches or affiliates; (4) any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to this RFP.

All proposers are also required to include a disclosure statement of any potential conflict of interest that the proposer may have due to other clients, contracts, or interest associated with the performance of services under this RFP and any resulting agreement. Use additional sheets if necessary.

(1) Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

(2) Names of Officer, Partner, Director or Proprietor who is spouse or child of Board Member:

(3) Names of County Officer or Employee that owns 5% or more in Proposers firm:

(4) Names of applicable person(s) who have received compensation:

Description of potential conflict(s) with other clients, contracts or interests:

Check here if none of the above are applicable:

Signature: _____ Printed Name: _____

Proposer Name: _____

Date: _____

VENDOR INFORMATION SHEET

DATE: _____

COMPANY NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOLL FREE NUMBER: _____

EMAIL: _____

FEID NUMBER: _____ OR SSN: _____

CONTACT PERSON: _____

TITLE: _____

CONTACT NUMBER: _____



The information requested above is necessary to update our files or to add your name to the County's vendor list. You are a vital part of the operation of Levy County and we want to thank you for your support. The information on this form will allow us to pay you for the goods and/or services we have received in a timely manner and give us the ability to contact the necessary person in case there is a problem or question in processing.

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

SAMPLE EVALUATION FORM

Proposals will be evaluated and ranked on the basis of the following point scoring system:

CRITERIA FOR EVALUATION	POOR	FAIR	GOOD	EXCELLENT	OUTSTANDING	SUB-TOTAL
	4	8	12	16	20	
Cover Page/Introductory Letter: A completed cover page and an introductory letter (on letterhead, if applicable) not exceeding two (2) pages, which provides a concise statement of interest in the Project including e-mail address of person to be notified of award signed by an authorized corporate officer, principal, or partner. Include physical address of primary Contractor.						/20
Key Staff: A list of Key staff with individual experience, certifications and program knowledge.						/20
Team Experience: A list of the members of proposer’s Project team, their expertise and resumes for each member (including all staff, contracted staff or subconsultants.) An explanation of the organizational structure of the proposer and subconsultants or any subsidiary companies comprising the Project team. A list of work for the past three years of similar size and scope projects, as evidence of experience and accomplishments, including any similar services provided to County or other local governments. Information for each client must include: (1) client name, project manager name, address, telephone number and email address; (2) description of project or services; and (3) time period of the project or contract.						/20
Approach and Understanding: Proposers should demonstrate their understanding of the scope of services. Responses should address any anticipated problems and proposed solutions. Plans should include detailed descriptions of the intended approach for the Project.						/20
Required Forms/Information: Proposer submitted all required forms and information						/5
Cost/Fee Proposal: A straightforward Cost/Fee Proposal for the Scope of Services, including any annual or periodic increases in fees/rates in percentage value or fixed amount						/15
Total Points:						/100
Proposal Scorer (Printed):				Total Score:		
Signature of Scorer:				Date:		

W9 FORM
(on following page)