



## **Request for Qualifications (RFQ) 2021-18 LOBBYING SERVICES**

The City of Palatka is seeking statements of qualifications from qualified firms to provide lobbying services. All interested parties must register their name, email address, address and telephone number with the City to receive any future changes, additions, addendums or notices concerning the RFQ.

**Advertisement Date:** October 5, 2021

**Due Date:** **November 2, 2021 3:00 PM**

**Deadline for RFQ questions:** October 20, 2021

**Contact:** Jonathan Griffith  
201 North Second Street  
Palatka, FL 32177  
[jcgriffith@palatka-fl.gov](mailto:jcgriffith@palatka-fl.gov)  
(386) 329-0100 ext. 211

Any qualified individual or firm desiring to provide the required professional services should submit one (1) original, three (3) copies and one (1) digital copy on USB/memory stick in Adobe PDF format in a sealed envelope marked in red ink “**RESPONSE TO REQUEST FOR QUALIFICATIONS FOR LOBBYING SERVICES**”. To facilitate effective evaluation by the City, responses shall be limited to no more than a total of fifty (50) pages. Forms required by this RFQ, Appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. All questions shall be emailed to the contact listed above and, all questions will be answered in writing. Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The City of Palatka reserves the right to reject any and all submittals, to waive any informalities or irregularities in the RFQ process and to award the contract(s) in the best interest of the City.

A committee will evaluate each of the respondent’s submittals against evaluation criteria. If necessary, the committee may reduce the total number of submittals to a qualified short-list of firms using the evaluation criteria. Short listed firms may be invited to make presentations for final evaluation.

### Scope of Services

The selected lobbying firm shall advise, counsel, and represent City of Palatka in pursuing legislative initiatives and grant applications and awards at the state level and federal level. The firm shall assist

City of Palatka in preparing its state, federal and administrative agendas and shall strategize with City of Palatka as requested. The firm shall identify topics and areas of need to legislators serving City of Palatka, pertinent legislative leaders and committee chairs, and administrative officials.

The firm shall perform ministerial and discretionary functions such as preparing letters and verbal and written testimonies, arrange and schedule appointments, monitor legislative, executive, and administrative activities, and communicate effectively with City of Palatka and its elected and appointed officials and their staff, as well as those interest groups identified by City of Palatka.

### Knowledge of the Locality

The firm should have considerable and demonstrable experience with local, state, and federal agencies that are directly and indirectly related to City of Palatka's mission. In particular, the firm should be experienced working with legislators, their committees, and staff, as well as various federal agencies. The firm should be able to demonstrate its knowledge and experience with Florida's government-elected officials and staff. The firm's knowledge of, and experience with, Palatka's local government officials, agencies, and representatives is also encouraged. The firm should demonstrate its understanding of Palatka's projects, initiatives and priorities. The City of Palatka Community Development & Sustainability Priorities are as follows:

1. Waste Water Treatment Plant upgrades
2. Infrastructure upgrades and expansion
3. Affordable, adequate and clean housing
4. Development of a Business Incubator

The firm should also be aware of the local problems and potential solutions that can be facilitated by state and federal support and intervention.

### **Selection Procedure:**

The evaluation and recommendation committee appointed by the City Manager shall be responsible for short-listing the most qualified firms. The committee may request additional or clarifying information from any responder. Short-listed firms may be invited to appear in front of the committee and/or City Commission for oral presentations and/or discussion (Q&A).

- Qualifications of the firm and its personnel **(30 points)**
- Experience and prior/current performance with the City of Palatka and similarly situated local units of government **(40 points)**
- Quality of the responses from the local government client references **(30 Points)**

Responses must demonstrate: knowledge of the locality; should be both thorough and concise, detailing experience, personnel, and references relative to the scope of services described; and demonstrate the ability to provide the required services.

### **Contracting and Payment:**

Work will be performed under a *non-exclusive* Agreement to Furnish Professional Services contract negotiated between each party and the City of Palatka.

It is anticipated that the Agreement to Furnish Professional Services will have an initial duration of two (2) years with an option to extend for an additional two (2) one (1) year terms.

The City in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods may include:

1. Traditional – payment by check, wire transfer or other cash equivalent.
2. Standard – payment by credit card.

**Proposal Package:**

Respondents must demonstrate a background and experience in the following:

1. Knowledge of the City of Palatka;
2. Proven relationship with the Local, State and Federal Agencies; and
3. Ability to design and execute a lobbying effort at the local, state and federal level.

The Proposal Package shall contain the following information behind tabs identified as A-I:

Cover Letter and Contact Sheet – Exhibit A	
TAB A	Qualifications and Experience
TAB B	Description of government projects
TAB C	Evidence of required Licenses/Certifications/Certificates of Insurance to legally provide services requested.
TAB D	Three (3) current references directly related to the requirements of this RFQ. Contact information must include project name, contact person's name, company, complete address, phone number (land line and cell phone) and <u>email address</u> . (Letters of reference are highly preferred by the City.)
TAB E	Public Entity Crimes Statement - Exhibit B
TAB F	Drug Free Workplace Certification - Exhibit C
TAB G	E-Verify Statement - Exhibit D
TAB H	Respondent's Certification –Exhibit E

**General Terms and Conditions:**

**A. Fund Availability.**

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Palatka abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

**B. Professional Regulation.**

Attach a copy of the current Florida Lobbyist registration documentation.

**C. Permits, Licenses, or Fees.**

n/a

**D. Taxes.**

The City of Palatka does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from a contract issued under this RFQ document.

**E. Governing Laws and Venue.**

Any contractual arrangement between the City of Palatka and the proposer shall be consistent with, and be governed by, the ordinances of the City , the laws of the State of Florida, both

procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Putnam County, Florida.

**F. Conflict of Interest.**

All proposers must disclose, with their proposal, the name of any corporate officer, director, or agent who is also an officer or employee of the City. Furthermore, all proposers must disclose the name of any City of Palatka officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships.

**G. Additional Terms and Conditions.**

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this RFQ and the respondent's authorized signature affixed to the response's signature section attests to this.

**H. Indemnification**

The Consultant agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the City and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**I. Insurance**

The Consultant shall not commence any Work until he has obtained all of the following applicable types of insurance and such insurance has been approved by the CITY, has named the CITY as an additional insured by separate written endorsement, except for Worker's Compensation Coverage and Consultant Liability, nor shall the Consultant allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the CITY in writing.



The Consultant 's insurance, and the insurance of any other party bound to the Consultant, shall be considered primary. The CITY's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions.

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty (s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty (s) or self-insured retention(s). Certificates of Insurance acceptable to the City of Palatka for the Consultant 's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Consultant.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of the City of Palatka.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Excess Liability to include the City of Palatka as Additional Insured, including Completed Operations (Form CG 20 10 and CG 20 37 or equivalent). Other Additional Insured forms might be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

All Certificates of Insurance shall be dated and shall show the name of the insured Consultant, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date and a list of any exclusionary endorsements.

All of the above referenced Insurance coverage is required to remain in force for the duration of the project and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Consultant shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

The failure of the City of Palatka to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by the City of Palatka of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Consultants liability arising out of the work performed or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Consultant 's right under any policy with higher limits, and no policy maintained by the Consultant shall be construed as limiting the type, quality or quantity of insurance coverage that Consultant should maintain. Consultant shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of Consultant to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach.

#### Loss Deductible

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty (s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

#### Subcontractor's Insurance

Consultant shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Consultant 's insurance.

Consultant shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity as set forth in Part 1 above.

#### Certificate of Insurance

The CITY shall be furnished proof of insurance coverage as follows:

- The name of the insured Consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date
- Statement that the insurer will mail notice to the CITY and a copy to the CITY'S REPRESENTATIVE at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy
- Certificate of Insurance shall be in the form as approved by the CITY and such Certificate shall clearly state all the coverages required in this Article
- If requested by the CITY, the Consultant shall furnish complete copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Consultant or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the Consultant's obligations to fulfill the requirements of this Article.

#### Workers' Compensation Insurance

The Consultant shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the Consultant shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply with the Florida Workers' Compensation Law.

The Consultant shall purchase and maintain at the contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes

And

Part Two – Employer's Liability Insurance

Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit

Bodily Injury by Disease

\$100,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement (WC 00 03 01 or equivalent) naming the contractor.

In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the Consultant shall provide adequate insurance, satisfactory to CITY for the protection of employees not otherwise protected.

Longshoreman's Insurance (If Applicable)

The Contractor shall take out and maintain insurance coverage as required to comply with the United States Longshore and Harborworkers' Act (USL&H) for all employees covered by USL&H. Contractor shall require that Subcontractor similarly provide USL&H insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

Liability Insurance

The Consultant shall take out and maintain Commercial General Liability and Commercial Automobile Liability Insurance as shall protect CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability

The Consultant shall purchase and maintain at the Consultant's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) (Modified Occurrence or Claims Made forms are not acceptable).

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

#### Commercial Automobile Liability:

The consultant shall purchase and maintain at the consultant's expense Automobile Liability insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit	\$1,000,000 Each Accident
OR	
Split Limits	\$500,000 Bodily Injury-Per Person \$1,000,000 Bodily Injury-Per Accident \$500,000 Property Damage-Per Accident

Covered Automobiles shall include any auto owned or operated by the insured Consultant, insured Consultant including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective contractor.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-CITY and hired automobiles and employee non-ownership use.

#### Excess Liability Insurance

The Consultant shall purchase and maintain at the contractor's expense Excess Liability (Umbrella Form) insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

#### Property Insurance (if applicable)

This additional coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Consultant shall provide Builder's Risk insurance or an Installation Floater.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value.

#### Builder's Risk Coverage (if applicable)

The Consultant shall take out and maintain a "Builder's Risk Policy" completed value form issued to provide coverages on a "all risk" basis, including:

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.
- Coverage of the interests of all parties, including the Consultant, CITY, Subcontractors, Sub-subcontractors and suppliers.
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the CITY prior to final acceptance and payment by the CITY.
- The City of Palatka being named as an additional insured.

#### Consultant Liability Insurance

During the term of this agreement, the Consultant will carry Errors and Omission insurance which will cover liability for any damage or non-performance on account of any error, omission, or

other provable negligence caused by the Consultant. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate. The City of Palatka may require a higher limit as mutually agreed with the Consultant for specific task/work orders.

**L. Public Entities Crimes.**

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract 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 any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation, the proposer certifies that it is qualified to do business with the City of Palatka in accordance with all Florida Statutes.

**M. Acceptance of Goods/Services.**

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

**N. Drug-Free Workplace.**

By signature on this solicitation, and completion of the Drug-Free Workplace form, the respondent certifies that it is qualified to do business with the City Palatka and has certification that they have implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes.

**P. Additional Information.**

The City of Palatka reserves the right to request any additional information needed for clarification from any respondent for evaluation purposes.

**Q. Equal Opportunity.**

The City of Palatka recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are required to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.

**R. Lobbying.**

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Proposers shall not contact any City Commission Member and/or any Department/Office personnel other than the contact listed above during said black-out period. All questions and procedural matters shall be directed to the RFQ contact. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

**S. Public Records.**

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to this statute. All public records request shall be submitted to the City Clerk's office at 386-329-0100.

**T. Cost of Submittal.**

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the respondent and shall not be passed on to, or be borne by, the City.

**U. Federal Grant Money (if applicable)**

In the event a project is funded with federal grant monies, ENGINEER may not participate in the RFQ if ENGINEER is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. <https://www.epls.gov/eplsearch.do> . ENGINEER shall include copy of search results with their proposal.

# EXHIBIT “A”



## CONTACT SHEET

### CITY OF PALATKA, FL

\*\*\*\*\*

Name: \_\_\_\_\_

Federal Taxpayer ID: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Title: \_\_\_\_\_

Vendor Accepts Credit Cards\*: Yes No (Please Circle)

Accounting Contact:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*See preferred method of payment under “Prompt Payment Act” section of the General Conditions**

# EXHIBIT "B"



## CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(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 with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. 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 entity 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 City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another



person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. 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 the state or of the United States with the legal power to enter into a binding contract for 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.
8. 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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. (Please attach a copy of the final order.)

- ☒ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
(NOTARY SEAL) (Signature of Notary Public-State of Florida)  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

# EXHIBIT “C”



## **DRUG-FREE WORKPLACE CERTIFICATION**

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, 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 actions that will be taken against employees for violation 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, 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 services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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 this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

# EXHIBIT “D”



## E-VERIFY STATEMENT

**Bid/Proposal/RFQ Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

**Company/Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# EXHIBIT “E-1”



## RESPONDENT’S CERTIFICATION

I have carefully examined the Request for Qualification (RFQ), the other related documents identified in the RFQ, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.                      Addendum Date

\_\_\_\_\_

\_\_\_\_\_

1. I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my qualification will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.
2. I certify that all information contained in this qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.
4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka.

I further certify, under oath, that this qualification is made without prior understanding, agreement,



# EXHIBIT “E-2”



## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

TO BE COMPLETED BY ALL SUB-CONSULTANTS

### Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Company/Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name & Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_