

**Request for Proposals**  
**RFP-01-2017**  
**Town Attorney Legal Services**

The Town of White Springs, Florida, (Town) will receive sealed proposals **until 4:00 p.m., local time, on Thursday, November 16, 2017** in Town Hall, 10363 Bridge Street, White Springs, FL 32096. Any proposals received after the above time will not be accepted under any circumstances. Proposals will not be accepted via fax.

At 4:01 p.m. or shortly thereafter, only the names of the respondents will be read aloud.

A clearly marked original, five (5) copies and one (1) digital copy must be sealed and clearly marked "**RFP-01-2017 Town Attorney Legal Services**" on the exterior of the package submitted.

Requests for additional information or clarifications must be made in writing to the Town Manager, Stacy Tebo. Facsimile or e-mail requests are acceptable. The Town Manager will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to this Request for Proposal. Questions must be received no later than **4:00 p.m., Thursday, November 9, 2017**.

Town of White Springs  
10363 Bridge Street  
PO Drawer D  
White Springs, Florida 32096  
[manager@whitespringsfl.us](mailto:manager@whitespringsfl.us)  
Phone (386) 397-2310 or Fax (386) 397-1542

It will be the sole responsibility of the Proposer to contact the Town prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their proposal.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and town holidays, any employee or officer of the town concerning any aspect of this solicitation, except in writing to the Town Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The Town of White Springs reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the Town.

TOWN OF WHITE SPRINGS, FLORIDA

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Stacy Tebo  
Town Manager

## **SECTION 1: Scope of Work**

### **A. Overview:**

The successful Firm will serve as Town Attorney for the Town of White Springs and represent the Town in all matters requiring legal counsel. All duties must be performed in accordance with the Town Charter, the Town Code of Ordinances and all other pertinent statutes and regulations.

The selected applicant will provide legal services as Town Attorney including but not limited to the areas of legislative governmental issues, land use and zoning, personnel, law enforcement, code enforcement, and contract law as well as monitoring the activities of any outside legal counsel representing the Town in litigation.

The Town Attorney is expected to perform all general legal representation for the Town as required. Such general legal representation includes, but is not limited to:

1. Legislative work associated with the Town Council meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work as necessary associated with the preparation of those documents. This activity shall include providing assessments of legal likelihoods in support of Town risk analyses.
2. Preparation of oral or written opinions on legal matters as required by the Town Council and/or Town Manager.
3. Negotiation and preparation of agreements, leases, contracts, or similar documents.
4. Review and comment on contract form(s) between the Town and independent contractors.
5. When requested by the Town Council or by the Town Manager, performance of investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research.
6. Provide legal counseling, guidance and opinions to the Town Manager and the Department Directors regarding the operations of the Town; provided, however that except in the Event of an emergency problem, all requests by Department Heads for such legal counseling, guidance and opinions shall be channeled through the Town Manager.
7. Participation in meetings and/or telephone conferences with the Town Manager and/or Town Staff as designated by the Town Manager, as required.
8. Prepare and/or review charter revisions, ordinances, resolutions, documents and papers that are pertaining to Town matters upon request by Town Council or Town Manager.
9. Provision of staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; pension laws, arbitration, collective bargaining; and other matters as necessary requiring legal advice.
10. Interpretation of the Town's Ordinances and prosecution of local ordinance or zoning violations in any Court, if the State Attorney is not handling the prosecution.

11. Maintenance of legal files and provision to the Town Manager of copies of all correspondence, and of all pleadings and orders in all litigation the firm is handling for the Town. On a monthly basis, the service provider will provide a brief written report on the status of all litigation that the firm is directly handling or is overseeing on behalf of the Town.
12. Keeping the Town Council and Manager informed of legislation or judicial opinions that have potential to impact the Town.
13. As requested by the Town, overseeing, in a cost-effective manner, litigation in which the Town is represented by the Town's insurance carriers.
14. Performance of other professional duties as may be required including but not limited to conducting legal research as required for the performance of duties representing the Town.
15. With the exception of requests for legal services issued by the Town Council acting as a body, the Town Manager shall act as a "gatekeeper" for the Town in requesting the services or assistance of the attorney or firm, coordinating the flow of work to the attorney or firm, and establishing the relative priorities to be placed by the attorney or firm on each task for which the assistance of the attorney or firm is required. No member of the Town staff may require the efforts of the attorney or firm on the behalf of the Town unless expressly authorized by the Town Manager. Notwithstanding the foregoing, any member of the Town Council may request legal services and opinions of the attorney or firm regarding Town matters upon approval of Council.

**B. Specific Services Requested:**

The selected applicant shall perform the following specific duties as Town Attorney:

1. Attend all regular Town Council meetings on the 2<sup>nd</sup> Tuesday at 6:30 p.m., all Special Meetings and Work Shops thereof when requested by the Town Council or Town Manager.
2. Attend meetings of any Town advisory board or committee when so requested by the Town Manager or Town Council in order to counsel the members thereof on any legal matter which confronts the board or committee.
3. The Attorney or firm shall retain an association with, or actually as an employee at his offices, a minimum of one attorney whom shall have competent experience in governmental affairs, in particular municipal government law and/or shall acquire such knowledge such that each attorney shall be able to attend such functions and attend to such matters as enumerated above in this contract when the Attorney is unavailable or unable to attend same.
4. The Attorney shall continue to be the Town's primary representative in all litigation in any court and all other hearings, meetings, or other such functions as enumerated in this document.
5. The Attorney shall also represent the Town in proceedings in any court of competent jurisdiction and in hearings before administrative tribunals where the City is a party or intervener in respect to the issues that are pending before such court or administrative tribunal when directed to do so by the Town Council. The Attorney may also represent the

municipality in other matters, not specifically enumerated herein, at the request of the Town Manager or the Town Council.

### **C. Litigation and Legal Defense**

The selected applicant shall perform the following specific duties as Town Attorney:

1. Providing legal representation and defense to challenges to the Town's ordinances and regulations;
2. Defending the Town in lawsuits which are not defended by legal services provided by the Town's insurance carrier or when the Town's exposure exceeds the insurance coverage. For this purpose, the Town shall be understood to include the members of the Town Council, individually and/or collectively, the Town Manager, and all members of the City staff for any legal actions emanating from their official duties with Town business;
3. Filing and pursuing such litigation as may be authorized by the Town Council.

### **SECTION 2: SPECIAL INSTRUCTIONS**

The Town requires that proposals be submitted which not only set out a Firm's response to each of the City's concerns addressed in this RFP but also specifically address each of the items set out below. Innovation in approach and costs is desired. Each proposal must include:

A. A Statement of Acknowledgment and Recognition that contact regarding this proposal with any individual, Town Council Member or Employee of the Town, with the exception of the Town Manager, will be grounds for disqualification of the applicant. This limitation is in effect from the date of the publication of this RFP until a contract is approved by the Town Council.

B. A statement of the Firm's procedure and practice for handling billable out-of-pocket expense matters.

C. A statement that the Firm will provide the Town Council and the Town Manager with status reports on pending matters as required.

D. A statement that the Firm will, without solicitation, advise the Town Council or provide discussions or actions which may be potential violation of Ethics or Sunshine Law violations.

E. A statement that the Firm, if awarded a contract with the Town, agrees not to undertake future representation nor to continue the present legal representation of any person or entity in a matter adverse to the Town's legal interest relating to Town matters during the term of the contract and for two (2) years after the expiration of any such contract. The Town considers such representation to be a prima facie conflict of interest and will not agree to waive such conflict for any reason.

F. A statement that the Firm, if awarded a contract with the Town, agrees that the Town Attorney will attend all meetings of the Council, and additional meetings as

requested, but that, the Town Attorney may be represented by a Firm Partner or associate.

G. A statement that the Firm will not offer any contribution to a candidate for Town elective office (including elected officers and officers-elect) during an incumbent's term or to a new candidate prior to and following the award of a contract to that Firm by the Town Council. The term "Firm" includes proprietors of proprietorships, all partners of partnerships and all officers, directors and holders of ten (10%) percent or more of the outstanding shares of corporations, and their immediate families.

H. A copy of the current certificates demonstrating the level of insurance coverage, as required by Section 4 (B) (2) of this RFP.

### **SECTION 3: EVALUATION AND SELECTION FACTORS**

The successful applicant will be selected based upon the ability to meet the needs outlined in this RFP and the competitive rates at which these services may be provided.

All proposals will be evaluated by the Town in accordance with the factors set forth below in Section 5 of this RFP and narrowed to a field of no more than three (3). The finalists may be invited, at the sole discretion of the Town to present their proposals in a personal interview at a time and place to be designated by the Town. Applicants will be notified in writing as to whether they have been selected for interview within three ( 3 ) weeks after the submittal date. Notices for the interview will contain specific directions regarding the interview format.

Responses will be reviewed by the members of the Town Council and the top three candidate firms may be selected for interview. Interviews will be conducted by the Mayor and City Council or by other committee process at the discretion of the Town Council. Following a selection decision by the Town Council, it is the Town's intent to enter into contract negotiations with the selected firm. It is anticipated that the town attorney contract will carry an initial term of three years, with options for renewal for a specific term, with mutual consent.

<b>Tentative Calendar of Events*</b>		
<b>1</b>	<b>RFP Issue Date</b>	<b>October 13, 2017</b>
<b>2</b>	<b>Responses Due</b>	<b>November 16, 2017 at 4:00 p.m.</b>
<b>3</b>	<b>Evaluation Meeting &amp; Preliminary Ranking</b>	<b>TBD – Week of November 27, 2017</b>
<b>4</b>	<b>Interviews and Final Selection or Presentations &amp; Final Rankings</b>	<b>TBD – Week of December 12, 2017</b>

\* All times, dates and actions are subject to change. TBD=to be determined

**SECTION 4: QUALIFICATIONS, EQUAL OPPORTUNITY, INDEMNIFICATION, INSURANCE and STATUTORY REQUIREMENTS**

**A. Qualifications**

1. The applicant selected to serve as Town Attorney must demonstrate substantial expertise and documented continuing education in city, county and local government law. The successful attorney, firm or team will require experience in the areas of representing a municipality or a county as Attorney or General Counsel in the areas of legislative government issues, pension laws, arbitration, collective bargaining, land use and zoning, personnel, law enforcement, code enforcement, and contract law as well as monitoring the activities of any other contracted legal counsel. Firms should also have performed similar work for other communities.
2. The attorney or firm shall be governed by the Code of Ethics of the Florida Bar. The attorney or firm shall notify the Town Council of any conflict of interest in representing the Town and shall endeavor to avoid situations that may result in a perception of a conflict of interest. In any Town legal matter in which the Town Council determines that a conflict of interest, real or perceived, exists on the part of the attorney or firm, or if, in the determination of the Town Council, the attorney or firm or any of its members has an adversarial relationship with any party involved in a legal matter of the Town, the Town Council shall have the right to engage an attorney-at-law not associated with the attorney or firm to represent the Town on that matter. This will be done with written notification by the Town to the attorney or firm.

**B. Indemnification & Insurance:**

1. The attorney or firm agrees to indemnify and save harmless the Town, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions, and costs of action, including attorney's fees for trial and an appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the attorney or firm, its agents, servants, employees, or others, or because of or due to the mere existence of the Agreement between the parties.
2. The Firm shall maintain in effect during the term of any agreement in connection with this RFP, and all extensions and amendments thereof, certain insurance coverage as set forth below, and shall furnish certificates of insurance, before beginning its performance under this Agreement. All liability policies must be issued by a Company with a Certificate of Authority from the Florida Financial Services Council, Office of Insurance Regulation to conduct insurance business in Florida or a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States. The Firm shall maintain the following insurance coverage in the following amounts:
  - i. Commercial General Liability insurance including Contractual Liability insurance \$500,000 per occurrence or aggregate;

- ii. Worker's Compensation including Broad Form All States endorsement statutory amount, if required.
  - iii. Professional Liability: \$1,000,000 per occurrence; \$1,000,000 aggregate. (Aggregate Limits are per 1 2-month policy period unless otherwise indicated.)
3. The attorney or firm shall purchase and maintain at the attorney or firm's expense Lawyer's Professional Liability coverage insuring the Legal Provider against liability arising out of acts or omissions in the furnishing of professional legal services pursuant to this agreement for the minimum limits of liability of \$1,000,000.

**C. Equal Opportunity:**

- 1. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
- 2. The contractor or subcontractor will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Council, if any for purposes of investigation to ascertain and effect compliance with this program.
- 3. In the event of the contractor's subcontractors, vendor's, supplier's, or lessee's noncompliance with the nondiscrimination clause of the contract or with any of such rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further Town contracts in accordance with procedures in Executive Order No. 11246, and such other sanctions may be for employment, notices to be provided by the Town setting forth the provisions of this Equal Employment Opportunity Clause.
- 4. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
- 5. In the event of the contractor's subcontractors, vendor's, supplier's, or lessee's noncompliance with the nondiscrimination clause of the contract or with any of such rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further Town contracts in accordance with procedures in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may



otherwise be provided by law.

## **SECTION 5: PROPOSAL OUTLINE AND CONTENT**

**A. General:** Proposers must respond in the format delineated below.

All responses, and copies, are to be submitted on 8 1/2 x 11 inch paper, bound individually. **An electronic file (CD or flash drive) of your proposal is to be included in the proposal marked “original”.** Such electronic file shall be in Microsoft Word, Excel, Power Point or pdf – the most recent software version.

Each directive listed will require an individual index tab in your response package to indicate the information as requested is listed behind its specific tab. Any other information pertinent to the headings as listed herein may be added to the end of each section. However, required information must be listed first in each section. If further materials are necessary to complete your response and are not noted under any of the headings listed below, add a TAB —X tab to the end of your response with proper index as to the subject matter contained therein. Any Addenda are to be acknowledged on the Signature Sheet. Failure to submit this information will render your proposal non-responsive. Each Section is to be preceded with a Tab delineating the information after the Tab.

### **Tab 1. Title Page/Cover Letter/Table of Contents**

Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal. The response shall contain a cover letter signed by a person who is authorized to commit the Proposer to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP. The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

This section shall also include: Name of attorney and law firm; date firm established; locations of all offices and dates established.

### **Tab 2. Experience of the law firm**

Identify whether attorney is certified in city, county, and local government law, the attorney's professional ratings and/or recognition in the legal community for professional achievement (e.g. Martindale-Hubbell ratings); recognition or extraordinary participation in Florida Bar, Federal Bar, American Bar Association, local bar associations or professional practices committees, or ratings by other nationally recognized systems.

Provide detail on the attorney's law firm's demonstrated experience in representation of cities, counties, special districts, and other governmental entities and the relationship between the attorney and law firm and the identified entity, including:

- Past record of performance for entities described in above paragraph;

- Experience in preparation and drafting of ordinances and advising governmental entities on revision of ordinances, codes or charter issues;
- Attendance at governmental board meetings or Town Council meetings;
- Knowledge of public finance;
- Knowledge and practice in the area of land use, zoning, real property, and community development issues, including growth management and comprehensive plan amendments;
- Knowledge and practice in the area of public works issues, including utilities and utility franchise agreements;
- Representation of entities in litigation;
- Experience or practice in advising entities on Florida Sunshine and public records law, and practice and procedures before local government, legislative, and quasi-judicial bodies;
- Location and availability to Town staff;
- Depth of firm and ability to provide comprehensive services;
- Knowledge of and experience in grant submission review.

List all judgments or lawsuits against each attorney or your law firm in the last five (5) years, including the nature of the lawsuit and the resolution thereof.

[The remainder of this page has been left intentionally blank]

### **Tab 3 Experience of Attorneys**

Name and biographical sketch of the attorney who will be assigned as Town Attorney for the Town of White Springs. Also provide the names and resumes of other attorneys who will assist and attend any of the Town Council or other meetings, to include the following:

1. Whether a member in good standing of the Florida Bar, and if so, the date of admission;
2. If a member in good standing of other bars, identify state and date of admission;
3. The area of practice concentration relative to the area of service required by the Town, including experience in municipal law;
4. State as to each attorney whether such attorney is certified in city, county, and local government law by the Florida Bar;
5. State as to each attorney whether such attorney is rated by any national rating service and the rating of each attorney.

Identify one attorney to serve as Town Attorney at each Town Council meeting and other Boards as may be requested or scheduled. Identify the attorney, if applicable, that would serve as the Town's labor attorney under your proposal.

Provide information as to each of the individual attorney's experience and the firm's experience in representing local governmental entities. That is, identify all current (and for the past five (5) years) municipal, county, or other governmental agencies for which your firm and each attorney who will be assigned to the Town of White Springs have provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and the identified entity.

Describe what services of the Town Attorney are performed by you or your firm for other represented public entities.

### **Tab 4. Fee Proposal**

The firm or attorney shall submit a proposal for compensation, which should include, but is not limited to, a monthly retainer fee option, an hourly rate option, or a combination of these options. Unless strictly a monthly retainer, the hourly rate option is mandatory. The fee schedule shall include the following information:

1. The proposed monthly retainer fee and the expenses to be paid from the retainer fee.
2. The standard hourly rates for the town attorney, assistant town attorneys, senior attorneys and every other attorney, paralegal or staff member (if any) anticipated to provide service to the Town. The town attorney, assistant town attorneys and senior attorneys must be identified by name. Include labor attorney, if applicable.
3. The rates for reimbursable and/or out-of-pocket expenses, including, but not limited to, word processing, photocopying, faxing, etc.

4. The proposed rates for all other fee proposals or arrangements outside the standard hourly rates, if proposed by you or your law firm.
5. Propose a provision for rate increases in future years.

**Tab 5. References**

You may provide references of municipal or similar governmental entities the attorney or firm presently represents or has represented in the past three (3) years. For each reference provide: (i) name of entity; (ii) contact person; (iii) address and telephone number for reference; and (iv) dates of representation.

**Tab 6. Required Forms**

Include fully executed **Certification Form, Public Entity Crimes Statement, Conflict of Interest, Disputes Disclosure, Drug Free Workplace, and E-Verify Affirmation.**

In addition, any prospective Town Attorney and law firm must make an affirmative statement to the effect that, to its knowledge, the appointment as Town Attorney will not result in a conflict of interest with respect to current or anticipated clients of the law firm. If a conflict is deemed to possibly exist, the prospective Town Attorney or law firm shall state the nature of such conflict, and a proposal to resolve the same prior to appointment as Town Attorney.

**Tab X. Miscellaneous**

**SECTION 6:           CONDITIONS OF SUBMISSION**

The Firm shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of the Town of White Springs for any reason. The Firm shall not engage in any manner in any practices with any other proposer(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause your proposal to be rejected by the Town. (This does not preclude joint ventures or subcontracts). All proposals submitted must be the original work product of the Firm offering the proposal. This RFP is not to be construed as a contract or as a commitment of any type; nor does it commit the Town of White Springs to pay for costs incurred in the submission of a proposal or for any costs incurred prior to the execution of a formal contract, nor thereafter, except in accordance with the terms of any such contract.

The following Certification must be signed, dated, acknowledged and must accompany your proposal.

## CERTIFICATION

1. I/We understand, acknowledge and agree that the Town of White Springs shall not be responsible for reimbursement of any costs incurred in the preparation of this proposal.
2. I/We understand, acknowledge and agree that the Town Council may reject this proposal, in whole or in part, out-of-hand, for no reason, and that any such rejection will result in no obligation whatsoever on the part of the Town of White Springs or any of its employees and officials.
3. I/We understand, acknowledge and agree that the Town Council reserves the right to reject all proposals and to accept any offer received, whether or not the offer is the lowest price offer received.
4. I/We understand, acknowledge and agree that any complaint made by a proposer made with regard to the selection process or any contract award relating to the RFP will void any proposal filed by the complaining proposer.
5. I/We understand, acknowledge and agree that any contract awarded herein shall not entitle the successful proposer to perform work for the Town of White Springs on an exclusive basis.
6. I/We understand, acknowledge and agree that the Town Council retains the discretion to sue or not to use the services of any particular successful proposer under this RFP and that any contract award does not guarantee that the successful proposer will actually be requested to perform work under the contract.
7. I/We understand, acknowledge and agree that the Town Council will require, as a condition of any contract awarded under this RFP, that the proposer shall provide proof of insurance in amounts acceptable to the Town, including, but not necessarily limited to the following categories of insurance, General Liability, Automobile Liability, Workers' Compensation and Professional Liability. If selected for the award of a contract under this RFP, I/We agree to provide to the Town of White Springs, proof of insurance in the form and amounts satisfactory to it.
8. I/We understand, acknowledge and agree that this RFP and the selected Firm's proposal may, by reference, become a part of any formal agreement the selected Firm and the Town resulting from this solicitation.
9. I/We understand, acknowledge and agree that personnel essential to the continuity of any contract must be available throughout the duration of any contract that may be awarded hereunder unless substitutions are approved in writing by the Town Council.
10. I/We understand, acknowledge and agree that the successful Firm will be expected to adhere to billing procedures of the Town of White Springs and to all standard contractual requirements of the Town. The Firm shall provide legal services in accordance with this

RFP, as they may be amended from time to time.

11. I/We understand, acknowledge and agree that the Town Council or its designees will be responsible for monitoring day-to-day services of the Firm delivered to the Town. The Firm shall promptly report any conditions, transactions, occurrences, events, situations or circumstances encountered by the Firm, which would impede or impair the proper conduct of the legal services provided.
12. I/We understand, acknowledge and agree that all proposals submitted shall become public record upon the opening of the sealed envelope in which the Firm's proposal is submitted.
13. I/We understand, acknowledge and agree that if selected, the Firm will be required to keep complete and accurate books of accounts and records of its business and operations under and in connection with the contracted services. All such books of accounts and records shall be made available for inspection by designated Town persons or others as the Town might require.

\_\_\_\_\_  
**Authorized Representative**

SWORN TO AND SUBSCRIBED before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC/STATE OF FLORIDA

**SWORN STATEMENT UNDER SECTION  
287.133(3)(n), FLORIDA STATUTES 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 RFP No. 01-2017.
2. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) its Federal Identification No. (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_.
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(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, 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:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. 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 Ownership by one person of

shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
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 neither management of the entity, nor any affiliate of the entity have been charged with or 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, and (Please indicate which additional statement applies)

\_\_\_\_\_There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (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 the 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  
COUNTY OF

Personally appeared before me, the undersigned authority, \_\_\_\_\_ who after  
first being sworn by me, affixed his/her signature in the space provided above and  
on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

\_\_\_\_\_  
Notary Public, State at large

My Commission Expires:

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**

**CONFLICT OF INTEREST STATEMENT**

STATE OF FLORIDA, CITY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn deposes and states:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.

City & State

- 2. The above named entity is submitting a Proposal for the Town of White Springs **RFP-01-2017** described as **Town Attorney Legal Services**.
- 3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- 4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- 5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- 6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- 7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- 8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the Town of White Springs.
- 9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the Town of White Springs.
- 10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the Town of White Springs.

DATED: this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
Typed Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Personally Known \_\_\_\_\_ Or produced identification \_\_\_\_\_ .

Identification type: \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

Printed, typed, or stamped commissioned name of notary public.

My commission expires \_\_\_\_\_ .

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**



**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, \_\_\_\_\_ (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

\_\_\_\_\_  
Authorized Signature

Date Signed

State of Florida

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Personally known \_\_\_\_\_ or Produced Identification

(Specify type of identification)

Signature of Notary

My Commission Expires:

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No:

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Project Description:

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Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

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Authorized Company Person's Signature:

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Authorized Company Person's Title:

---

Date:

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**

TOWN OF WHITE SPRINGS  
10363 BRIDGE STREET  
PO DRAWER D  
WHITE SPRINGS, FL 32096

RFP-01-2017

Town Attorney Legal Services

**RFP-01-2017**  
**TOWN ATTORNEY LEGAL SERVICES**

OPENING DATE/TIME:

November 16, 2017  
4:00 PM