



**KENNETH CITY**  
FLORIDA

# Request for Proposals

## RFP #2023-01

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STRATEGIC PLANNING SERVICES

Town of Kenneth City  
6000 54TH AVE NO KENNETH CITY, FL 33709

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NOTICE OF REQUEST FOR PROPOSAL  
RFP #2023-01  
TO PROVIDE STRATEGIC PLANNING SERVICES  
FOR THE TOWN OF KENNETH CITY, FLORIDA  
DUE: FEBRUARY 2, 2023

The Town of Kenneth City, Florida, (hereinafter referred to as the "Town"), invites written proposals to provide the Town with **Strategic Planning Services**. Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Proposal ("RFP").

**Sealed proposals must be submitted and marked: SEALED PROPOSAL – TOWN OF KENNETH CITY – RFP #2023-01: STRATEGIC PLANNING SERVICES, FEBRUARY 2, 2023.** Proposals will be received by the Town of Kenneth City, Florida, by U.S. Postal Mail or hand delivery to the Town Clerk's Office, Town Hall, 6000 54<sup>th</sup> Avenue North, Kenneth City, Florida 33709 between the hours of 8:30am – 12:30pm Monday through Friday, until February 2, 2023, at 10:00 a.m. at which time the proposals will be opened publicly. Any proposal received after this time and date, whether by mail or otherwise, will be returned unopened. Respondents are responsible for ensuring the proposal is received by the deadline.

The RFP #2023-01 document may be obtained from Town Hall, 6000 54<sup>th</sup> Avenue North, Kenneth City, Florida 33709, phone (727) 498-8948 or the Town Clerk at [townclerk@kennethcityfl.org](mailto:townclerk@kennethcityfl.org). Questions concerning the RFP #2023-01 should be submitted in writing by e-mail to the Town Manager at [townmanager@kennethcityfl.org](mailto:townmanager@kennethcityfl.org) no later than, Friday, January 27, 2023 at 5:00pm.

## OVERVIEW

The Town of Kenneth City, Florida is seeking bids for Strategic Planning Services. The Town seeks a qualified professional facilitator to conduct a comprehensive strategic planning process, including but not limited to, community engagement, data analysis, and development of a long-range plan to guide the Town's decision-making and resource allocation. The successful bidder will be responsible for leading a collaborative process that includes public participation, participation from the Town Council, and participation from Town staff.

The Town of Kenneth City, which was incorporated in 1957, is a small municipality located in southern Pinellas County. The Town is approximately .75 square miles and has a population of around 5,000 residents. In 2013, the Town amended its Charter and transitioned to a Council-Manager form of Government. The Town maintains its own Police Department and Public Works Department.

## SCOPE OF REQUESTED SERVICES

Potential Scope of Service Items (Bidder to provide recommended Scope and Price)

- Conduct a thorough analysis of the Town's current conditions, including demographics, land use, economic development, and other relevant data.
- Facilitate public meetings to gather input from residents, business owners, and other stakeholders.
- Facilitate meetings with the Town Council and Town staff to gather input and provide updates on the planning process.
- Develop a comprehensive strategic plan that includes goals, objectives, and action plans in the areas of land use, economic development, transportation, and other relevant topics.
- Provide recommendations for implementation and ongoing monitoring of the strategic plan.

## Schedule

The anticipated project schedule, which is subject to change, is

- |                             |                             |
|-----------------------------|-----------------------------|
| • RFP Advertised            | January 20, 2023            |
| • Questions to Town Manager | January 27 at 5:00pm        |
| • Proposals Due to the Town | February 2 at 10:00am       |
| • Council Discussion        | February 8, 2023, at 6:30pm |

## **GENERAL CONDITIONS**

Respondents are required to submit their proposals upon the conditions expressed in these instructions.

### **ADDENDA**

If the Town finds it necessary to add to, or amend this RFP prior to the Response submittal deadline, the Town will issue written addenda/addendum. Each Respondent must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Response. The Town shall not be responsible for oral interpretations given by any Town employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the Town will attempt to notify all prospective Respondents who have requested a copy of the RFP. However, it shall be the responsibility of each Respondent, prior to submitting a response, to contact the Town Manager to determine if addenda were issued and to make such addenda a part of the response.

### **CERTIFICATION**

By submitting a response to this RFP, the signer of the response declares that the person(s), firm(s) and parties identified in the response are interested in and available for providing the Services; that the response is made without collusion with any other person(s), firm(s) and parties; that the response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the response has full authority to bind the person(s), firm(s) and parties identified in the response. By submitting a response, the Respondent shall certify that it has fully read and understood this RFP and the response method and has full knowledge of the scope, nature, and quality of work to be performed.

### **ECONOMY OF PREPARATION**

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the RFP.

### **INTERVIEWS**

The Town reserves the right to short list Respondents and conduct interviews or require presentations by any or all Respondents prior to ranking, or at any time during the evaluation process, or at the Town Council Meeting where the award is made.

### **RESPONSES BINDING**

All Responses submitted shall be binding upon the Respondent for 365 calendar days following opening.

### **PUBLIC RECORDS**

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Town in connection with Responses shall become property of the Town and shall be deemed to be public records subject to public inspection.

#### **RESPONSE DISCLOSURE**

Upon opening, Responses become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to identify specifically any information contained in their Response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Responses received from Respondents in response to this RFP will become the property of the Town and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Town.

#### **RESPONSE WITHDRAWAL**

Respondents may withdraw their responses at any time prior to the scheduled opening. Requests to withdraw must be made in writing to the Town Clerk at [Townclerk@kennethcityfl.org](mailto:Townclerk@kennethcityfl.org). Respondents may withdraw their responses through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned responses. Responses, once opened, become the property of the Town and will not be returned to the Respondents.

#### **RETENTION OF RESPONSE**

The Town reserves the right to retain all responses submitted and use any ideas contained in any response, regardless of whether that Respondent is selected.

#### **REQUESTS FOR INFORMATION/CLARIFICATION**

The Town, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate responses. The Town has made efforts to provide accurate and complete information in this RFP. The Town shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of Respondents to assure that they have all information necessary for submission of their responses. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email to Town Manager, Town of Kenneth City, at [townmanager@kennethcityfl.org](mailto:townmanager@kennethcityfl.org) no later than Friday, January 27, 2023, at 5:00 p.m.

#### **IRREGULARITIES & RESERVATION OF RIGHTS**

Responses will be selected at the sole discretion of the Town. The Town reserves the right to waive any irregularities in the invitation process, to reject any or all responses, reject a response which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Responses received after the deadline provided in this RFP will not be considered.

- The Town reserves the right to award one or more contract(s) to the Respondent who will best serve the interests of the Town and whose responses are considered by the Town to be the most responsive and qualified Respondent whose response meets the requirements and criteria set forth in this RFP. Notwithstanding, the Town may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.
- The Town reserves the right to accept or reject any or all responses, based upon its deliberations and opinions. In making such determination, the Town reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each Respondent, including officers, principals, senior management and supervisors, as well as the staff identified in the response.
- Respondents shall furnish additional information as the Town may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The Town reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

#### **RESPONSE/PRESENTATION COSTS**

The Town shall not be liable for any costs, fees, or expenses incurred by any Respondent in responding to this RFP, nor subsequent inquiries or presentations relating to its Response.

#### **LATE SUBMISSIONS**

Responses received by the Town after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Responses received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of responses shall be decided in the favor of the Town. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of responses. The Town shall not be responsible for responses received after the submittal deadline and encourages early submittal.

#### **PERMITS, TAXES, LICENSES**

The Respondent shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations, and professional standards that would apply to this contract.

#### **LAWS, ORDINANCES**

The Respondent shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations, and professional standards that would apply to the contract.

#### **INSURANCE REQUIREMENTS**

The Respondent shall maintain in effect during the term of any Contract in connection with this RFP, and all extensions and amendments thereof, certain insurance coverage as set

forth below, and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Contract.

All policies except Professional Liability and Worker's Compensation must name the Town as an additional insured. 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 financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States.

The Candidate shall maintain the following insurance coverage in at least the following amounts:

- Worker's Compensation including Broad Form All States Endorsement Statutory amount, or an exemption certificate.
- Commercial General Liability: \$500,000 per occurrence; \$1,000,000 aggregate.
- Professional Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate.

## INDEMNIFICATION

- **GENERAL INDEMNIFICATION:** To the fullest extent permitted by law, including Sections 725.08 and 768.28, Florida Statutes, Respondent hereby agrees to indemnify, defend, and hold harmless the Town, its officers, agents and employees, from and against any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of Respondent or its subcontractors, agents, officers, employees, independent contractors pursuant to the Contract, or anyone else for whose actions Respondent is responsible, specifically including but not limited to those caused by negligent act, omission, or default of Respondent and/or its Respondent, subcontractors, agents, or employees in the performance of the operations or services under the Contract.
- **PATENT AND COPYRIGHT INDEMNIFICATION:** Respondent agrees to indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

## NO LOBBYING / NO CONTACT

There shall be no lobbying or contact regarding this proposal or the terms of this RFP with any individual, Town Council Member, or employee of the Town with the sole exception being the Town Manager, Town Clerk or Town Attorney. Any violation of this section will be grounds for disqualification of the Respondent at the option of the Town Council.

This limitation is in effect from the date of the publication of this RFP until a contract is recommended by the Town Council. The Respondent may respond to questions presented in a duly noticed public meeting.

### **GOVERNING LAWS**

Any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida and the Town of Kenneth City. The venue shall be in Pinellas County, Florida.

### **CONFLICT OF INTEREST DISCLOSURE**

Each proposer shall include a disclosure statement with their proposal specifying any potential conflict of interest, real or apparent, that the firm may have due to ownership, other clients, contracts, or interests associated with the Town of Kenneth City.

### **AWARD PROTEST**

Unsuccessful prospective Respondent has the right to appeal a contract award in accordance with the Purchasing Policy and Procedures Manual. The unsuccessful Respondent must:

- File a notice of protest in writing within 72 hours after the Town Manager's recommendation to award to the Town Manager's office.
- Shall then file a formal written protest to the Town Manager's office within ten (10) days (excluding weekends, and legal holidays) after filing the notice of protest. Formal protest received after the ten days shall not be considered.
- The envelope shall be labeled "Protest." The formal written protest shall include the name and address, phone number, and fax number of the protestor, appropriate identification of the contract, a statement of the reasons for the protest, and supporting evidence or documents to prove any claims.
- "FAILURE TO FILE A PROTEST WITHIN TIME PRESCRIBED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS."

In order to defray a portion of the administrative costs associated with a protest, all final written protests shall be accompanied by a filing fee set by Town. Failure to pay the filing fee shall result in a denial of the protest. In the event that the protest is denied, the Town shall retain the filing fee. In the event that the protest is granted, then one half (50%) of the filing fee shall be refunded to the protestor.

## SECTION IV

### RESPONSE SUBMISSION, RESPONSE FORMAT & EVALUATION CRITERIA

All parties interested in making a proposal to obtain this engagement must comply with the detailed instructions for submitting proposals.

#### Submission Procedures

Seven (7) copies of the proposal (one for each member of the Town Council, plus the official file and staff), and one (1) complete copy in PDF format on a USB drive are to be submitted in a sealed envelope to:

Town of Kenneth City  
Attn: Town Clerk  
6000 54<sup>th</sup> Avenue North  
Kenneth City, Florida 33709

To prevent a proposal from being prematurely opened or from being opened by unauthorized individuals, your submission should be identified on the envelope or wrapper as follows:

SEALED PROPOSAL  
TOWN OF KENNETH CITY – RFP 2023-01: STRATEGIC PLANNING SERVICES  
February 2, 2023, at 10:00 a.m.

The deadline for submission of proposals is February 2, 2023, at 10:00 a.m. No modification or addenda will be accepted after the closing date and time stated above unless, in the sole discretion of the Town Manager it is determined to be in the best interest of the Town to do so.

#### Response Format

All proposals must be typewritten. Clarity and completeness are essential. The Proposal must be signed by the individual(s) legally authorized to bind the proposing Firm.

- A cover letter introducing the team that will be working on the project
- A detailed description of the approach to the project, including the proposed methodology for conducting the analysis and facilitating public participation
- A detailed project timeline and schedule
- A description of the consultant's qualifications, including relevant experience, education, and certifications
- A list of three (3) references for similar projects completed within the past five (5) years
- A detailed cost proposal, including a breakdown of all costs associated with the project.

SECTION V  
FORMS

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## FORM 1 PROPOSAL CHECKLIST

- Form 1: Proposal Checklist
- Form 2: Certification
- Form 3: Company Qualifications Questionnaire
- Form 4: Acknowledgment of Addenda
- Form 5: Single Execution Affidavit
- Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- Form 7: Dispute Disclosure
- Form 8: Key Staff and Proposed Subcontractors
- Form 9: Reference Letters
- Form 10: E-Verify Affidavit
- Form 11: IRS Form W-9
- Form 12: Proof of Required Insurance
- Form 15: Price Proposal

Firm: \_\_\_\_\_

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

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

Print or Type Name: \_\_\_\_\_

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

## FORM 2 CERTIFICATION

1. I/We understand, acknowledge, and agree that the Town of Kenneth City 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 Kenneth City 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 the offer is the lowest price offer received.
4. I/We understand, acknowledge, and agree that any contract awarded herein shall not entitle the successful proposer to perform work for the Town of Kenneth City on an exclusive basis.
5. 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. If selected for the award of a contract under this RFP, I/We agree to provide to the Town Council proof of insurance in the form and amounts satisfactory to it.
6. I/We understand, acknowledge, and agree that this RFP and the selected Firm's proposal may, by reference, become a part of any formal Contract between the candidate chosen and the Town resulting from this solicitation.
7. I/We understand, acknowledge, and agree that all proposals submitted shall become public record upon opening the sealed envelope in which the Firm's proposal is submitted.
8. I/We understand, acknowledge, and agree that if selected, the Candidate 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.

Signature of Authorized Representative: \_\_\_\_\_

## ACKNOWLEDGMENT

State of Florida

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

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
\_\_\_\_\_(name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or  
\_\_\_\_\_  
Did not take an oath

### FORM 3 COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

---

Firm Name

---

Principal Business Address

---

Telephone Number

---

Email Address

---

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

#### FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? \_\_\_\_\_

---

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

---

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

---

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

☐ Individual   ☐ Partnership   ☐ Corporation   ☐ LLC   ☐ LLP   ☐ Other \_\_\_\_\_

Please identify the Firm's primary business: \_\_\_\_\_

Please identify the number of continuous years your Firm has performed its primary business: \_\_\_\_\_

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees.

Total No. of Employees	
Total No. of Managerial/Administrative Employees	

### INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name Insurance Carrier Contact Person

Insurance Carrier Address Telephone No. Email

Has the Firm filed any insurance claims in the last five (5) years? ☐ No ☐ Yes If yes, please identify the type of claim and the amount paid out under the claim: \_\_\_\_\_

#### FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

☐ No ☐ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

#### RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: \_\_\_\_\_

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

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

Print or Type Name: \_\_\_\_\_

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

#### FORM 4 ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

\_\_\_\_\_ Addendum 1

\_\_\_\_\_ Addendum 6

\_\_\_\_\_ Addendum 2

\_\_\_\_\_ Addendum 7

\_\_\_\_\_ Addendum 3

\_\_\_\_\_ Addendum 8

\_\_\_\_\_ Addendum 4

\_\_\_\_\_ Addendum 9

\_\_\_\_\_ Addendum 5

\_\_\_\_\_ Addendum 10

Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_ Title: \_\_\_\_\_

## FORM 5 SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

\_\_\_\_\_  
NAME OF PROPOSING OR BIDDING ENTITY

By: \_\_\_\_\_  
INDIVIDUAL'S NAME AND TITLE

\_\_\_\_\_  
FEIN OF PROPOSING OR BIDDING ENTITY

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

### Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

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Respondent Initials

### Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to,

any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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.

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 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.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

**(INDICATE WHICH STATEMENT APPLIES.)**

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

management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

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Respondent Initials

#### **No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit**

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of Florida law. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

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Respondent Initials

#### **Business Entity Affidavit**

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the Town of Kenneth City ("Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such

employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Respondent, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Respondent or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town.

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Respondent Initials

#### Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Kenneth City or any person interested in the proposed Contract.

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Respondent Initials

#### Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its

subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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Respondent Initials

### **Acknowledgment, Warranty, and Acceptance**

1. Respondent warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Respondent warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Manager.
4. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 90 days in order to allow the Town adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of 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.
7. I understand that a person or affiliate who has been placed on the convicted Respondent list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Respondent under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Respondent list.

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Respondent Initials

### Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

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Respondent Initials

### Truth in Negotiation Certificate

The Respondent hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Respondent further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida.

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Respondent Initials

### Prohibition on Contingent Fees

The Respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this Request for Proposals and the Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Respondent is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida. Respondent understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

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Respondent Initials

[SIGNATURE PAGE TO FOLLOW]

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Firm: \_\_\_\_\_

ACKNOWLEDGMENT

State of Florida

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

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
\_\_\_\_\_(name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

FORM 6 CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS  
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_ Title: \_\_\_\_\_

## FORM 7 DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

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2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

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3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

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If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Respondent or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for Kenneth City, Florida.

Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_ Title: \_\_\_\_\_

## FORM 8 KEY STAFF & PROPOSED SUBCONTRACTORS

### KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space:

☐ No ☐ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Town:

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Please identify each Key Staff member's engagement commitments that will exist concurrently with the Town's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

### PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_ Title: \_\_\_\_\_

FORM 9 REFERENCES

REFERENCE #1

Public Entity Name: \_\_\_\_\_

Reference Contact Person/Title/Department: \_\_\_\_\_

\_\_\_\_\_

Contact Number & Email \_\_\_\_\_

\_\_\_\_\_

Public Entity Size/Number of Residents/Square Mileage:\_\_\_\_\_

\_\_\_\_\_

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,

Details on Size/Scope of Work/Complexity) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the Contract still Active? Yes \_\_\_\_\_ No \_\_\_\_\_

## REFERENCE #2

Public Entity Name: \_\_\_\_\_

Reference Contact Person/Title/Department: \_\_\_\_\_

\_\_\_\_\_

Contact Number & Email \_\_\_\_\_

\_\_\_\_\_

Public Entity Size/Number of Residents/Square Mileage: \_\_\_\_\_

\_\_\_\_\_

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,  
Details on Size/Scope of Work/Complexity) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the Contract still Active? Yes \_\_\_\_\_ No \_\_\_\_\_

REFERENCE #3

Public Entity Name: \_\_\_\_\_

Reference Contact Person/Title/Department: \_\_\_\_\_

\_\_\_\_\_

Contact Number & Email \_\_\_\_\_

\_\_\_\_\_

Public Entity Size/Number of Residents/Square Mileage: \_\_\_\_\_

\_\_\_\_\_

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,  
Details on Size/Scope of Work/Complexity) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the Contract still Active? Yes \_\_\_\_\_ No \_\_\_\_\_

## FORM 10 E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Kenneth City, Florida requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The respondent Firm must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

Signed, sealed and delivered by:

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

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

### ACKNOWLEDGMENT

State of Florida

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

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
\_\_\_\_\_(name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath

## FORM 11 IRS FORM W-9

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

☐ Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_ Title: \_\_\_\_\_

FORM 12 PROOF OF REQUIRED INSURANCE

FORM 15 PRICE PROPOSAL

Firm: \_\_\_\_\_

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

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

Print or Type Name: \_\_\_\_\_

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