



KENNETH CITY
FLORIDA

Request For Proposals #2022-06

INFORMATION TECHNOLOGY SERVICES AS MANAGED SERVICES
PROVIDER FOR THE TOWN OF KENNETH CITY

Town of Kenneth City
6000 54TH AVE N, KENNETH CITY, FL 33709

CONTENTS

NOTICE OF REQUEST FOR PROPOSALS	4
SECTION I.....	5
Overview	5
SECTION II.....	6
Scope of Requested Services	6
Detail	6
Contract Term.....	8
Scope of Services	8
Qualifications.....	9
Schedule	9
SECTION III.....	10
General Conditions	10
INSURANCE REQUIREMENTS	14
NO LOBBYING / NO CONTACT.....	15
GOVERNING LAWS.....	16
CONFLICT OF INTEREST DISCLOSURE.....	16
SECTION IV	17
Response Submission, Response Format & Evaluation Criteria	17
Submission Procedures.....	17
Response Format.....	17
Format and Content of Statement of Qualifications.....	17
SECTION V	23
Consultant's Information	23
SECTION VI	24
FORMS.....	24
FORM 1	25
FORM 2	26
FORM 3	28
FORM 4A	31
FORM 4B.....	32
FORM 5	33
FORM 6	34

FORM 7	43
FORM 8	44
FORM 9	45
FORM 10.....	47
FORM 11.....	50
FORM 12.....	51
FORM 13.....	52
FORM 14.....	53
FORM 15.....	54
FORM 16.....	55
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	55
FORM 17.....	57
AMERICANS WITH DISABILITIES ACT DISABILITY NONDISCRIMINATION STATEMENT	57
FORM 18.....	58

NOTICE OF REQUEST FOR PROPOSALS
RFP #2022-06
TO PROVIDE INFORMATION TECHNOLOGY SERVICES AS THE MANAGED SERVICE
PROVIDER
FOR THE TOWN OF KENNETH CITY, FLORIDA
DUE: JANUARY 04, 2023, 11:00 a.m.

The Town of Kenneth City, Florida, (hereinafter referred to as the "Town"), The Town of Kenneth City is seeking proposals from qualified firms to provide Information Technology (IT) Services as a Managed Service Provider (MSP).

Proposals must be submitted and marked: SEALED RESPONSE – TOWN OF KENNETH CITY – RFP #2022-06: MANAGED SERVICE PROVIDER, JANUARY 4, 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 54th Avenue North, Kenneth City, Florida 33709 between the hours of 8:30am – 12:30pm Monday through Friday, until January, 4, 2023, at 11:00 a.m. EST, 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 #2022-06 document may be obtained from Town Hall, 6000 54th Avenue North, Kenneth City, Florida 33709, phone (727) 498-8948 or the Town Clerk at townclerk@kennethcityfl.org. Questions concerning RFP #2022-06 should be submitted in writing by e-mail to the Town Manager at townmanager@kennethcityfl.org no later than, December 23, 2022 at 4:30pm.

SECTION I

OVERVIEW

The Town of Kenneth City ("Town") is accepting submittals from qualified and properly licensed firms or individuals (hereinafter "Consultants, IT Provider") interested in providing continuing Information Technology (IT) services. No minimum amount of such professional services or compensation will be assured to any of the firms so retained, and the Town shall not be prevented in any manner from retaining other firms in its sole discretion to perform any such services.

The Town of Kenneth City is seeking proposals for comprehensive Information Technology (IT) Management Services (Managed Services Provider, MSP) for a three-year period from a qualified individual or firm (IT Provider).

The IT Provider will be responsible for developing and maintaining the information technology systems of the Town, including all software applications, all workstation hardware and peripherals, the file servers (site-based or cloud-based) and network systems, email, and all online systems, including Internet access and security.

1. Assess: A full review of the existing IT systems, software, and security to ensure that the IT systems align with the business objectives.
2. Strategize: Document the existing IT issues and develop a plan to improve, fix gaps or replace IT infrastructure.
3. Manage: Maintain IT assets and provide dedicated support for end users for technology issues. CJIS credentialing is required.

The Town may elect to have the selected Consultant(s) provide all of these services, some of the services, or none of these services. Project work may be done under separate agreements and may be offered competitively. All applicants are highly encouraged to include standard project pricing in their proposals for ease of procurement. Major equipment purchases may also be bid on specifications provided by the MSP, if that will be the most advantageous process to the Town. All projects will be coordinated with the Town Manager, or their designee.

SECTION II

SCOPE OF REQUESTED SERVICES

Detail

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. The Town Council, which has four members, each elected to two-year terms and a mayor elected to a three-year term. 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. Given the Town's small size and limited personnel, there is no dedicated IT staff. The selected Firm will engage at the direction of the Town Manager.

The Town is seeking proposals for comprehensive Information Technology (IT) Management Services. The IT Provider will be responsible for developing and maintaining the information technology systems of the Town, including all software applications, all workstation hardware and peripherals, the file servers (site-based or cloud-based) and network systems, email and all online systems, including Internet access and security. Ensuring continuity of operations during emergencies and cybersecurity are top priorities for the Town Council. A non-exhaustive list of services to be provided is as follows:

Hardware Management and Support

1. Technical support to maintain and/or repair computers, routers, printers, and any other components of the technical infrastructure. An explicit service level (SLA) is required.
2. Maintain an equipment inventory and schedule equipment maintenance and replacement, approved and reviewed periodically by the Town.
3. Continuously monitor servers and network equipment operation and throughput.
4. On-site support when required. Please state SLA

System Maintenance and Management

1. Maintain operating systems by providing timely patches, updates, and upgrades, on servers, personal computers, and network-attached devices, planned to minimize operational impact.
2. Monitor system operation and proactively respond to outages, capacity, and/or connectivity problems.
3. Maintain inventory of equipment and system software, including end-of-life and planned replacement.

Infrastructure Support

1. Provide complete and reliable data and system backups.
2. Disaster recovery planning, testing, and support.
3. Monitor the capacity and performance of servers.
4. Monitor internal and external network activity and identify bottlenecks.
5. Standards-based configuration management that maintains an inventory of configuration items. (i.e., firewall rules, service account credentials, key pairs, network configuration, licenses, etc.)
6. Consult and design future cloud-only infrastructure

End User Support

1. Manage end-user user-reported group and permissions, multi-factor authentication, and terminations.
2. Telephone support for user-reported system problems. Please describe your hours of operation and what hours primary support personnel are working.
3. Helpdesk support for routine issues including password reset, permission issues, personal computer configuration.
4. User on-boarding includes installing system images and setting permission on person computer deployments.

Software Management and Support

1. Maintain software inventory, assignment and license records.
2. Deploy application software updates and upgrades.
3. Monitor application software deployed on personal computers and servers.
4. Maintain Exchange Services

Cybersecurity Support

1. Anti-virus, anti-spam, patch management.
2. Firewall management.
3. Backup monitoring
4. Password policies and enforcement.
5. Office 365 mail message encryption.
6. Maintain and enforce multi-factor authentication (MFA).
7. Periodic security scans. (state frequency).
8. Malware filtering.
9. Intrusion detection/prevention (describe in full).
10. Advanced email security (anti-phish protection).
11. End-user security training.
12. Employee policy guidance.

The Environment

The operating environment consists of two physical locations, each with its own separate network infrastructure managed in an Active Directory environment. Support is needed for less than forty (40) users. Ten (10) users in Administration, approximately twenty-five (25) users in Police, and five (5) in Public Works. Physical workstations are similar in number. For evaluation purposes, all per seat or workstation calculations shall be based on the number forty (40) for fair price comparisons, though more or less may be utilized.

The town is currently operating in an Exchange Server hybrid environment but is open to other options should they prove to be more resilient. The awarded bidder will be required to analyze and provide recommendations to optimize the environment within the ranked priorities of security, resiliency, and efficiency.

Eligible vendors must be Criminal Justice Information System (CJIS) qualified. CJIS cybersecurity requirements meet or exceed the requirements of all other town departments. Therefore, procedures and processes implemented across departments (i.e., backup, patch management, configuration inventory, etc.) can be combined if the processes are CJIS compliant and the staff is CJIS qualified. If the provider employs staff that is not CJIS qualified, the processes and procedures used to segregate CJI (criminal justice information) from non-CJI data must be described.

Contract Term

The Town intends to contract with one firm to provide continuing IT management services. The initial term will be for three (3) years, renewable for an additional two (2), one (1) year terms without the need for competitive solicitation or negotiation, upon written agreement by the parties.

Scope of Services

The Town of Kenneth City is seeking proposals for comprehensive Information Technology (IT) Management Services for a three-year period from a qualified individual or firm (IT Provider).

The IT Provider will be responsible for developing and maintaining the information technology systems of the Town, including all software applications, all workstation hardware and peripherals, the file servers (site-based or cloud-based) and network systems, email, and all online systems, including Internet access and security.

1. Assess A full review of the existing IT systems, software, and security to ensure that the IT systems align with the business objectives.
2. Strategize: Document the existing IT issues and develop a plan to improve, fix gaps or replace IT infrastructure.

3. Manage: Maintain IT assets and provide dedicated support for end users for technology issues. CJIS credentialing is required.

The Town may elect to have the selected Consultant(s) provide all of these services, some of the services, or none of these services. Project work may be done under separate agreements and may be offered competitively. All applicants are highly encouraged to include standard project pricing in their proposals for ease of procurement. Major equipment purchases may also be bid on specifications provided by the MSP, if that will be the most advantageous process to the Town. All projects will be coordinated with the Town Manager, or their designee.

Qualifications

Qualified firms, at a minimum, shall:

1. Have five (5) years of public sector experience.
2. Have at least two (2) years of experience servicing a law enforcement agency
3. Acquired or be able to acquire CJIS certification

Schedule

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

- RFP Advertised December 13, 2022
- Questions to Town Manager December 23, 2022 at 4:30pm
- Question Responses Posted to Town Website December 27, 2022
- Proposals Due to the Town (Bid Opening) January 4, 2023 at 11:00am
- Selection Committee Review January 4, 2023 at 1:30pm

SECTION III

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 a written addenda/addendum. Each Respondent must acknowledge receipt of each addendum by signing the acknowledgment (Form 5) 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 shortlist 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.

PROPOSALS BINDING

All Responses submitted shall be binding upon the Respondent for 60 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. 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. The 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 the Town Manager, Town of Kenneth City, at townmanager@kennethcityfl.org no later than December 23, 2022, at 4:30 pm.

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 request process, to reject any or all responses, reject a response which is in any way incomplete or irregular, to 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(s) 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(s) 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. All times stated in this request are Eastern Standard Time.

COMPLETENESS

All information required by this RFP must be supplied to constitute an acceptable and complete response.

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.

BONDS

The selected Respondent must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Professional Services Agreement, deliver to the Town the Bonds required to be provided by Respondent hereunder and the Professional Services Agreement (collectively, the "Bonds"). The Town, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the Town will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted doing business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Professional Services Agreement is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Respondent's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Respondent shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the Town.

- **PERFORMANCE BOND.** If this provision is selected, the selected Respondent must deliver to the Town a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Respondent defaults on the contract with the Town by failing to perform the contract in the time and manner provided for in the contract. If a performance bond is required, the Town shall select this box: ☐.
- **PAYMENT BOND.** If this provision is selected, the selected Respondent must deliver to the Town a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Respondent and the Town if the selected Respondent fails to make any required payments only. If a payment bond is required, the Town shall select this box: ☐.
- **WAIVER OF BONDS.** If this provision is selected, the Town Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the Town. If the requirement for a payment bond is waived, the Town shall select this box: ☐. If the requirement for a performance bond is waived, the Town shall select this box: ☒.

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.

Consultants shall furnish insurance certificates indicating satisfactory insurance coverage at its sole cost and expense, maintain in full force and effect during the term of the agreement, policies of insurance of the type and in the minimum amounts stated below. Prior to the execution of the Continuing Services Agreement, Consultant will provide the Town with a certificate of insurance and a copy of the policy endorsement naming the Town of Kenneth City, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Consultant. The certificate shall show a waiver of subrogation and hold harmless agreement in favor of the Town, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives. 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 or similar insurance rating. Such policy (s) will contain appropriate cross liability clauses, be primary without right of contribution, and will provide that the Town will be given 30 days advance written notice in the event of cancellation, termination or modification which materially restricts the coverage thereof.

The Candidate shall provide Certificate of Insurance for the insurance that, if selected, will need to be in force at all times during the contract period. Insurance company coverage must be with a current AM Best's rating of no less than A and include the following coverages:

- A. Workers' Compensation Insurance: statutory requirement;
- B. Employer's Liability Insurance: \$1,000,000.00 per occurrence;
- C. Commercial General Liability: \$2,000,000.00;
- D. Professional Liability (Errors and Omissions) Insurance: \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate. Claims made policy must have an extended period of two (2) years or occurrence based policy; and
- E. Automobile Liability Insurance: \$1,000,000.00 per occurrence, \$1,000,000.00 per accident for bodily injury and \$1,000,000.00 per accident for property damage.

The policy shall be endorsed to include contractual liability and to be effective from the date of commencement of professional services and for a minimum of three (3) years after the date on which their services have been completed. Such limits and types of coverage shall also be required of any sub-contracted entities. The Consultant shall either require of its Subconsultant's to procure and to maintain of the same type and in the same amounts

specified above or insure the activities of its Subconsultant's in the Consultant's own policies. This coverage shall be extended to include: a) Indemnification endorsement covering the additional insured's and owner; b) Insurance to be primary and non-contributory; c) Contain no exclusions for means, methods, techniques, sequences or procedures; d) General aggregate to apply on a per project basis; and e) Contain a deductible of no more the \$ 25,000.00

The Town may require higher limits of insurance or additional coverage if deemed necessary.

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 consultant, subcontractors, agents, or employees in the performance of the operations or services under the Contract.
- **PATENT AND COPYRIGHT INDEMNIFICATION:** Successful 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

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 54th 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 RESPONSE – TOWN OF KENNETH CITY –
RFP #2022-06: MANAGED SERVICE PROVIDER, JANUARY 4, 2023
JANUARY 4, 2023, at 11:00 a.m.

The deadline for submission of proposals is **JANUARY 4, 2023, at 11:00 a.m.** No modification or addenda will be accepted after the closing date and time stated above unless at 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.

Proposals must be submitted in the format provided below, with each of the referenced sections addressed in full. Town reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive to the requests for information contained herein.

Format and Content of Statement of Qualifications

Consultants interested in performing these professional services must display considerable relevant experience with the above-referenced type of work and should emphasize both the experience and capability of particular personnel who will actually perform the work.

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Statements of Qualifications be organized in the manner specified. Failure to do so may deem a submitted proposal as non-responsive. The following information and documents, as well as the manner and order same, are presented, are required for the Statements of Qualifications. Failure to provide the information as requested may cause the Statement of Qualifications to be deemed non-responsive.

COVER: Title Page

A Title Page with Consultant's business name, address, and telephone number; name and all contact information for the individual that will serve as "Project Manager," a primary liaison between the Consultant and the Town; date; and subject "Proposal for INFORMATION TECHNOLOGY SERVICES AS MANAGED SERVICES PROVIDER FOR THE TOWN OF KENNETH CITY";

TAB 1: Table of Contents

A Table of Contents that outlines in sequential order the major areas of the Statement of Qualifications, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents. The following order must be used: Title Page, Table of Contents, Transmittal Letter, General Information, Specific Information, References and Proof of Insurance;

TAB 2: Transmittal Letter

A brief letter that states the Firm's commitment to the Town and an understanding of the services to be performed;

TAB 3: Qualifications of the Firm

Indicate the firm's number of years of experience in providing professional IT services. Provide the form of organization or the business structure (corporation, partnership, etc.), and the principals, officers, and directors of the Firm, with address, phone number, fax number, E-Mail address, website, contact person(s), etc. The firm should be established as a legal entity in the State of Florida. The relative size of the firm, including management, technical and support staff, licenses, and any other pertinent information shall be submitted.

List the members of the Firm or project team. Provide a list of the personnel to be used for the types of projects listed and their qualifications, including an organizational chart of key personnel and staffing. A brief resume including education, experience, licenses and any other pertinent information shall be included for each key personnel and team member, for each project, including sub-consultants to be assigned to each project. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Statements of Qualifications that do not contain such documentation may be deemed non-responsive

TAB 4: Firm and Key Personnel's Experience

A comprehensive summary of the experience and qualifications of the Firm and key individual(s) who will be selected to serve as the key personnel and project manager for the Town.

Provide a list and description of a minimum of three (3) similar municipal and other projects or services rendered like those contemplated by this RFP satisfactorily performed within the past five (5) years.

TAB 5: Proposal & Approach to Handling of Potential Projects

Provide your proposal, including pricing and general terms. Providers may propose any pricing structure they believe would be most advantageous to the town. Providers should discuss their approach to project management; to effectively manage and execute the services at the optimum time. Also, provide information on your firm's current workload and how the potential project(s) will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the potential project(s).

Provide in concise narrative form, your understanding of the Town's needs, goals, and objectives as they relate to the potential project(s), and your overall approach to accomplishing the project(s). Give an overview of your proposed vision, ideas and methodology;

TAB 6: References

Three (3) references shall be submitted as part of the Statement of Qualifications, which shall each include the following information from the referencing individual:

- A. Name;
- B. Position;
- C. Entity;
- D. Address;
- E. Telephone & Facsimile Number;
- F. E-Mail Address;
- G. Contract Date and Value;
- H. Description of Project/Work; and
- I. Total cost of the work, estimated and actual.

TAB 7: Proof of Existing Insurance/Sample Insurance Certificate

Evidence of insurance currently in place that meets or exceeds the specifications of Section III herein or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer. The successful Firm(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the Town as an additional insured and meeting the requirements of Section III;

TAB 8: Litigation

Describe all previous or pending litigation(s) or investigation(s), either civil or criminal, involving a governmental agency, or which may affect the performance of the Services to be rendered herein, in which the Consultant and/or any of its employees, subcontractors or subconsultants is/are and/or has/have been involved within the last five (5) years.

TAB 9: Attached Forms

- Form 1: Proposal Checklist
- Form 2: Certification
- Form 3: Company Qualifications' Questionnaire
- Form 4: Certificate of Authority (Complete Form 4A or 4B as applicable)
- Form 5: Acknowledgment of Addenda
- Form 6: Single Execution Affidavit
- Form 7: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
- Form 8: Dispute Disclosure
- Form 9: Key Personnel and Proposed Subcontractors
- Form 10: Client References
- Form 11: E-Verify Affidavit
- Form 12: IRS Form W-9
- Form 13: Proof of Insurance Required
- Form 14: Bid Security/Bid Bond (unless waived)
- Form 15: Performance Bond and Payment Bond (unless waived)
- Form 16: Sworn Statement regarding Public Entities Crimes
- Form 17: Americans with Disabilities Act Non-Discrimination Statement,
- Form 18: Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

Evaluation Criteria & Firm Selection

Proposals will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	Overall Qualifications/Experience of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), adequacy of personnel to perform, including timeliness, stability and availability and licenses	30 Points
2	Cost/Pricing & Structure of the Proposal The cost and structure of the proposal	30 Points
3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance,	15 Points
4	Project Implementation Strategy Approach to the Handling of Potential Projects & Timeliness Indicate Firm's understanding of proposed needs and projects proposed by the Town	25 Points
		Total: 100 Points

SELECTION PROCESS

Staff Level Review for Compliance with Minimum Requirements. A member of Town Staff shall review and evaluate the Proposals submitted to ensure the minimum requirements of the RFP have been met. The Town Manager or designee may reject those Proposals that do not meet the minimum requirements of the RFP.

Responsive Statements of Qualifications. In the event less than two responsive statements of qualifications or proposals are received, the Town may negotiate on the best terms and conditions in the best interest of the Town in lieu of resoliciting competitive proposals.

Evaluation Committee Review. The Town Manager will appoint an Evaluation Committee to review and evaluate the responsive Proposals during a public meeting (the Town will provide instructions on how to participate and access the meeting). The Committee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a proposal. The Committee reserves the right to conduct interviews or require presentations prior to finally ranking the Respondents. The Committee shall select in order of preference and rank the firm(s) it deems to be the responsible to perform the required services using the evaluation criteria set forth above. Qualified responsive, responsible proposers shall be the Firm(s) that have the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance, and a person who has submitted a bid or proposal which conforms in all material respects to the RFP.

Oral Presentations (if requested by Evaluation Committee). The Evaluation Committee may call the short-listed Respondents for oral presentations before the Evaluation Committee regarding their Qualifications, approach to the Services, and ability to furnish the required Services. All Prime Consultants and subconsultants in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer session. The Consultants are encouraged to be represented only by the principal to be assigned and the staff identified in the Proposal. Additional details on the oral presentations may be provided to the short-listed Consultants. If oral presentations are requested by the Evaluation Committee, the oral presentation will be worth 25% in the final scoring and the original Proposal will be worth 75%. The Town will notify the Respondents where the oral presentations, if any, will be conducted and whether the Respondents may appear virtually or must appear in person. The Evaluation Committee shall rank the Respondents and provide its written recommendations to the Town Manager.

Recommendation to Town Council. After short-listing of the top respondents deemed to be responsible by the Evaluation Committee, the Town Manager will present a recommendation to the Town Council with the Evaluation Committee's rankings and recommendations for consideration by the Town Council and the Town Manager's recommendation for award or rejection of all proposals for approval at a Council meeting.

Town Council Meeting to Select Consultant(s). The Town Council may select the Consultant(s) that it determines are the most responsive and qualified proposer(s), taking into consideration all aspects of the Consultant's Proposal and authorize the Town Manager to execute a professional services agreement with the selected Consultant(s). The Town Council shall have the final authority to select the Consultant(s) and award any Professional Services Agreement(s).

Negotiations and Execution of Agreement. After selection of the Consultant(s) by the Town Council, the Town Manager or designee(s) shall execute a Professional Services Agreement with the selected Consultant(s) at compensation that the Town Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFP. Any award and execution of an agreement shall be subject to approval by the Town Attorney as to form, content, and legal sufficiency.

The Town reserves the right to reject any or all proposals which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one Consultant.

SECTION V

CONSULTANT'S INFORMATION

- a. Consultant's Name: _____
- b. Consultant's Legal Counsel: _____
- c. Consultant's Mailing Address: _____
- d. Consultant's Physical Address: _____
- e. Consultant's Telephone No.: _____
- f. Consultant's E-mail Address: _____
- g. If a corporation, please provide the following
 - Federal Tax I.D. Number
 - A list of the corporate officers (names, addresses)

SECTION VI
FORMS

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FORM 1

PROPOSAL CHECKLIST

- Form 1: Proposal Checklist
- Form 2: Certification
- Form 3: Company Qualifications Questionnaire
- Form 4: Certificate of Authority (Complete the appropriate form)
 - Form 4A: Certificate of Authority (for Corporations or Partnerships)
 - Form 4B: Certificate of Authority (for Individuals)
- Form 5: Acknowledgment of Addenda
- Form 6: Single Execution Affidavit
- Form 7: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- Form 8: Dispute Disclosure
- Form 9: Key Staff and Proposed Subcontractors
- Form 10: Reference Letters
- Form 11: E-Verify Affidavit
- Form 12: IRS Form W-9
- Form 13: Proof of Required Insurance
- Form 14: Bid Security/Bid Bond (unless waived)
- Form 15: Performance Bond & Payment Bond (unless waived)
- Form 16: Sworn Statement regarding Public Entities Crimes
- Form 17: Americans with Disabilities Act Non-Discrimination Statement,
- Form 18: Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

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 the Professional(s) shall provide professional managed IT services in accordance with this RFP, as they may be amended from time to time.
8. I/We understand, acknowledge, and agree that the Town Manager will be responsible for monitoring the day-to-day services of the IT Professional(s). The Professional(s) shall promptly report any conditions, transactions, occurrences, events, situations, or circumstances encountered who would impede or impair the proper conduct of the services provided.
9. 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.
10. I/We understand, acknowledge, and agree that if selected, the Candidate will be required to keep complete records of its business and operations under and in connection with the contracted services. All such 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

Facsimile 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 4A
CERTIFICATE OF AUTHORITY
(Corporation/Partnership)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____,

(the "Entity") held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 20____, on
behalf of the Entity and submit this Proposal to the Town of Kenneth
City, and this Entity and the execution of this Certificate of Authority,
attested to by the Secretary of the Corporation, and with the Entity's
Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
Entity this _____ day of _____, 20____.

Secretary: _____

President: _____

Print Name: _____

Print Name: _____

(Seal)

FORM 4B
CERTIFICATE OF AUTHORITY
(Individual)

I, _____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ doing
business as _____, the
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____ and submit this Proposal to the Town of Kenneth City, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

Signed, sealed and delivered by:

Print Name: _____ Title: _____

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 5
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 6
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.

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 Consultant 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.

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.

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 Consultant, 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 Consultant 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.

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.

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 RFP 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 RFP. 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.

Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant 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. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Manager.
4. Consultant 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 365 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 Consultant 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 consultant 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 Consultant list.

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

--	--

Respondent Initials

Truth in Negotiation Certificate

The Consultant 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 Consultant 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.

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant 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 Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant 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. Consultant 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.

Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.

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 7
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 8
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 _____

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 _____

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 _____

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 Consultant 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 9
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:

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 10

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 11
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 County 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 RFP 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 12
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 13

Proof of Required Insurance.

FORM 14
BID SECURITY/BID BOND

INTENTIONALLY OMITTED. BID BOND WAIVED.

FORM 15

PERFORMANCE BOND REQUIREMENT WAIVED BY TOWN MANAGER.

INTENTIONALLY OMITTED.

FORM 16

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the TOWN OF KENNETH CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - 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.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term “person” includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

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

I UNDERSTAND THAT THE SUBMISSION OF 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.

Signature

Sworn to and subscribed before me this _____ day _____, 20_____.

Personally known ☐

OR

Produced identification

Type of identification

Notary Public – State of _____ My
commission expires: _____

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

FORM 17

**AMERICANS WITH DISABILITIES ACT DISABILITY NONDISCRIMINATION
STATEMENT**

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

This sworn statement is submitted to the TOWN OF KENNETH CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

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

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

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the following laws, 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; and The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

Sworn to and subscribed before me this _____ day _____, 20____.

Personally known ☐

OR

Produced identification

Type of identification

Notary Public – State of _____

My commission expires: _____

Printed, typed or stamped commissioned name of notary public

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name: _____

Date: _____

By: _____

Signature of Authorized Representative

Name and Title of Authorized Representative