

BOARD OF COUNTY COMMISSIONERS
WASHINGTON COUNTY, FLORIDA
REQUEST FOR QUALIFICATIONS
STATE LOBBYING SERVICES

RFQ: 2019-1

The Board of County Commissioners, “the County” is seeking the Professional Services of a State Lobbyist for the County and agencies with regard to any matters in which the County may need such services before the Florida Legislature, state, and if applicable, administrative agencies, the Florida Governor and Cabinet in whichever legal role said entities maybe performing. Submittals to act, as State Lobbyist, for the County shall be designed to portray how to complete the range of services available through the firm that may best assist the County. The firm/individual chosen by the County as its State Lobbyist agrees to be available at all times upon reasonable request to meet with the County, Commissioners, the County’s staff, and other consultants in order to perform the responsibilities of State Lobbyist.

RFQ closes on June 14, 2019 at 3:00 PM and will be opened immediately thereafter.

LATE SUBMITTALS RECEIVED AFTER THE FOREMENTIONED DEADLINE DATE, EITHER BY MAIL, OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE PURCHASING AGENT’S OFFICE. IT IS THE SOLE RESPONSIBILITY OF THE FIRM FOR ASSURING THAT THE SUBMITTAL IF RECEIVED IN THE HUMAN RESOURCES OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC OR ORAL SUBMITTAL WILL BE ACCEPTED.

FIRM/INDIVUALS ARE RESPONSIBLE FOR THE DELIVERY OF ITS’ SUBMITTAL. SUBMITTALS RECEIVED AFTER THE SPECIFIED DAY AND TIME WILL NOT BE OPENED.

To be considered, Firm/Team must submit an original and ten (10) copies and one electronic copy of SUBMITTAL in a sealed envelope or package, clearly marked with the Firm/Team’s name and address, and the words” **LOBBYING SERVICES**” addressed to:

Washington County
Board of County Commissioners
c/o Wendy S. White
1331 South BLVD
Chipley, Florida 32428

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SECTION 1 – INTRODUCTION

The Consultant will represent the Washington County Board of County Commissioners before the Florida State Legislature, including their committees, and agencies. The goal of such representation will be to secure legislation and state funding for programs and projects that have been identified by the County as priorities.

SECTION 2 – SCOPE OF WORK

2.1 Responsibilities:

- The Consultant will communicate and provide a monthly progress report to the County Administrator or designated staff, who will be available to communicate to the Board of County Commissioners’ priorities and provide background information and data to assist the Consultant in advancing the County’s efforts.
- Alert the County at the earliest time of pending legislation or action that will adversely impact the county and its funding posture.
- To the highest degree possible, the Consultant will represent the County’s interests in securing state assistance for various funding aspects – including technical assistance, planning and design, infrastructure, economic development and services in numerous areas.
- Assist in establish meetings with State Legislators and assist to facilitate information exchange or soliciting their aid and advice on matters impacting the County.
- The Consultant shall advocate positions before the State Legislature, its committees, and agencies that are beneficial to the Washington County as well as oppose harmful measures; in particular the following:
 1. Any State Legislation which passes additional cost burdens on to the county.
 - a. Medicaid
 - b. Criminal Justice
 - c. Environmental issues
 - d. Seeks to removal local control over issues in Washington County
 2. Transportation Funding Alternatives
 3. Economic Development Incentives
 4. Transit
 5. Health Insurance costs

6. Costs relating to criminal justice
7. Any other area of interest as designated by the Board of County Commissioners.
8. Tourist Development

2.2 Revisions

The County may suggest revisions to this Scope of Service, highlighting or de-emphasizing certain facets or activities, as the County's priorities emerge, and new information becomes available.

2.3 Requirements include but not limited to:

- Attend state agency meetings, when necessary, to monitor rule-making proceedings.
- Require attendance and notification, if possible, of meetings (including, but not limited to legislative committee meetings and sessions) where legislative issues of importance to Washington County are being discussed.
- Provide the County with a weekly update on issues of importance to the County, including the TDC, during sessions including calendars of hearings and meetings discussing County issues, and providing the County with an after-session report.
- Provide the County with a monthly summary of legislative activities on behalf of the County in non-session months.
- Pursue major funding opportunities and investigate other opportunities. Research and provide information to the County on existing and emerging legislation, availability of funding, distribution of funding, techniques to be used by the County/TDC to capitalize on opportunities, and examples of successful local government applications.
- Monitor legislation and forward pertinent information to appropriate staff on a weekly basis.
- Explore rollover funding in all programs through the end of the current fiscal year. Even in cases where there are no funds identified or obligated for a particular project or program, the Consultant may recommend submitting a project for review and following the project through the appropriations process to identify potential funding.
- Demonstrate a keen understanding of the County priorities, policy objectives, project merits and supporting data.
- Research and gather socioeconomic and other information to support the County's issues, to heighten the state government's awareness that the County has significant and demonstrated needs and, in general, that the County has not historically received its "fair share" of legislative attention,

- The Consultant’s goal shall be to secure funding for priority projects identified by the County, with the support and assistance of County staff and the Board of County Commissioners and facilitated by Consultant’s vital connections with appropriate state agencies, elected officials and staff.
- Serve as the liaison to the congressional delegation, as well as facilitate meetings with key Members of Congress and their staff, and federal agency officials and staff.

2.4 QUALIFICATIONS:

The firm selected will be an established, experienced organization with a strong history of representing small County governments to the State of Florida agencies to secure state funding and influence the enactment of beneficial legislation on the behalf of its clients.

Provide a statement of the firm’s qualifications. Explain how the firm is organized and how its resources will be utilized on the County behalf. Include, as a minimum:

- A. Staff – Names, resumes, professional credentials, experience, and a list of local, state and federal elected officials with which those who will actually perform the services for this account have direct access relative to this RFQ. This information shall also be submitted for any sub-consultants.
- B. Firm – Include a summary of work and professional experience relative to the Scope of Services and document some relative experience.
- C. List of all current Florida Public Entity clients and contract amounts. Include entity’s contact person, telephone number and e-mail address.
- D. The firm’s local availability and degree of accessibility to Chipley, Florida and to Tallahassee, Florida.
- E. Permission to contact represented entities to discuss firm’s performance.
- F. Any other qualifications and experience which you consider to be significant, innovative, or otherwise relevant to the County’s consideration of the firm in regard to this Request for Qualifications, including activities and positions held in state and national professional organizations.

2.5 TECHNICAL APPROACH:

- A. Provide specific examples of successes with State and/or Federal agencies to include but not be limited to the following: attracting and highlighting new

funding sources, special projects and identifying opportunities to increase client's exposure.

- B. Provide a brief description of the firm's approach to the project.
- C. Based on the following example of a representative task the County may ask its state lobbyist to accomplish in Tallahassee and within the appropriation agency in its behalf, describe in detail the specific actions the firm would take to accomplish the objective, including all actions up to enactment of legislation. This shall include the persons the lobbyist would contact, meetings to be attended, and all other actions the lobbyist would take.

Example: Identify the process and tools you will use to monitor critical issues and how you communicate with your client and implement a strategy to be aggressive for each and all issues, projects and request.

2.6 PRICE

Proposed price for service (price shall be stated in hourly rates with a not to exceed monthly price or yearly lump sum price to be paid on monthly basis.)

SECTION 3 – PROCUREMENT RULES AND INFORMATION:

3.1 Contact Person: Wendy White
Washington County
Board of County Commissioners
1331 South Boulevard
Chipley, FL 32428
wwhite@washingtonfl.com

All questions regarding this Request shall be directed in writing; preferably by email to the Purchasing Agent. **Questions shall be submitted no later than 12:00 Noon CST June 14, 2019. FIRMS DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, OR ANY OTHER PERSON SHALL BE DISQUALIFIED FROM SUBMITTING.** Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but any oral communications between you and us are not.

3.2 Calendar of Events:

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the County finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in Chipley, Florida.

<u>DATE/TIME</u>	<u>ACTION</u>
June 12, 2019	Questions to be submitted to Wendy White wwhite@washingtonfl.com
June 14, 2019	Review of submittals
June 20, 2019	Presentations before the Board of County Commissioners and selection.

3.3 Submission of Qualifications:

Each response should be prepared simply and economically, providing straightforward, concise delineations of firm’s capabilities to satisfy the requirements of this Request for Proposal. Emphasis is on completeness and clarity of content. In order to expedite the evaluation of the Statement of Qualifications, it is essential that firms follow the format and instructions herein.

3.4 RFQ Opening:

Submittals are due at the time and date specified in the paragraph entitled “Calendar of Events”. Proposals received late will not be considered.

3.5 Cost of Preparing RFQ:

The County is not liable for any costs incurred by a firm in responding to this RFQ, including those for oral presentations.

3.6 Disposals of RFQ:

All RFQ’s become the property of the County and will be a matter of record.

3.7 Rules for Withdrawal:

Submittals may be modified or withdrawn by an appropriate document duly executed (in the manner that an RFQ must be executed) and delivered to the place where Request for Qualifications are to be submitted at any time prior to the opening of RFQ.

Any submitted Submittal shall remain valid for 30 days after the submission date, but the county at its sole discretion may release any proposal.

3.8 Rejection of Submittals:

The County reserves the right to accept or reject any all submittals as may be deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Proposals. The County reserves the right to reject the Proposal of any Proposer if the County believes that it would not be in the best interest of the Project to make an award to that Proposer, because the Proposal is not responsive or responsible, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Proposer who submits the best ranked proposal. If the County and the best Proposer cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked proposal. No Proposer shall have any rights against the County arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

The County reserves the right to delete any Proposal items and the total Proposal shall be determined as the sum of the Proposal items awarded. In evaluating Proposals, the county will consider the qualifications of the proposers, whether or not the Proposals comply with the prescribed requirements, time of completion and other data, as may be requested in the Proposal form or prior to the Notice of Award. The County may conduct such investigations as the County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and complete the Project in accordance with the Contract Documents to the County's satisfaction within the prescribed time. The County may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project when such data is required to be submitted prior to Notice of Award.

3.9 Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any county employee. Only those communications from firms, which are signed, and in writing will be recognized by the County as duly, authorized expressions on behalf of the firm. Oral and other interpretations or clarifications will be without legal effect.

3.10 Public Entity:

The firm must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3) (a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Further prospective firms shall comply with all lobbying, ethics and gift laws for the State of Florida and the United States.

3.11 Drug Free Workplace:

The firm must complete the County's Drug Free Workplace Certification form, attached and made a part of the RFQ. According to WASHINGTON County policy, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

3.12 Addendums:

The County may issue Addendums to modify the proposal as deemed appropriate. Addendums and clarification to this RFQ along with and Addendum Acknowledgement Form will be emailed/faxed to all Contractors receiving this RFP. The Addendum Acknowledgement Form, which is included with each mail out, shall be signed by an authorized company representative, dated, and returned with proposal. Attached is a sample of the Addendum Acknowledge Form.

3.13 Notices:

Any notices to be given under this RFQ shall be given by email/fax addressed to FIRM at its address stated herein, and to the TDC/COUNTY at its address stated herein. Additional notice may also be given by email/fax in which case it shall be deemed that notice was provided on the date said email/fax was received. The party providing notice by email/fax shall confirm that the email/fax was received by the other party.

3.14 Protest:

Any person or entity whose submittal is rejected, in whole or in part, or who submits a proposal but is not awarded the contract, may protest such decision. Written notice of intent to file a proposal protest must be submitted with the Purchasing Agent or Finance

Director within twenty –four (24) hours after the Board’s declaration of its intention with regard to an award. Written protest must be submitted to the Purchasing Agent or Finance Director within ten (10) calendar days after filing written notice of intent.

Each written protest must be accompanied by a protest bond in the form of a certified check, cashier’s check or money order made payable to the Board of County Commissioners, in an amount not less than five percent (5%) of the lowest responsible proposal received by the County.

The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.

3.15 Insurance Requirements:

Firm shall purchase and maintain through the Contract period workers compensation (or exemption), comprehensive general liability (occurrence form), comprehensive automobile liability, and other insurance as is appropriate for the Project being performed hereunder by firm, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees (unless exemption certificates are provided) and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days’ written notice of cancellation and/or restriction.
2. Comprehensive General Liability Coverage must include:
 - a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than \$100,000.00, then general liability insurance requirement is \$300,000.00.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days’ written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$300,000 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicles.
 - c. Hired and Non-Owned Vehicles.

d. Employee Non-Ownership.

e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days written notice of cancellation and/or restriction.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the COUNTY with the executed Contract. The Certificates of Insurance shall be filed with the COUNTY before this Contract is deemed approved by the COUNTY. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of VENDOR shall be endorsed to include as additional insured the COUNTY, its officers, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration.

The purchase of any of the above-referenced insurance policies shall not release the VENDOR or any Surety created by this Contract from any obligation, warranty or guarantee provided in this Contract.

The Insurance Company(ies) shall be authorized to conduct business in the State. Any risk of loss of completed work on the Project, or work in progress on the Project, equipment and material stored on or off the Project Site, or in transit, shall be borne by the Firm through the date of final completion for the Project.

3.16 Blackout Period:

No direct contact between any proposer and any member of the Board of County Commissioners shall occur during the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications or information or requests for letters of interest, or the invitation to negotiate, as applicable, is released and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

3.17 Indemnifications:

Contractor shall indemnify and save harmless the County, its officers, agents, and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any persons, including employees of Contractor or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Contractor's, or any subcontractor or supplier of contractor, negligent performance or non-performance of the Project; (b) Defective Work, whether by Contractor, or any subcontractor or supplier of Contractor; (c) the failure of contractor of any subcontractor of Contractor to provide a safe work place; (d) noncompliance with federal, state, and local laws and regulations by Contractor, or any subcontractor or supplier of Contractor; (e) the failure of Contractor, or any subcontractor, or supplier of Contractor to obtain or

renew the insurance coverage's required by the Contract Documents; or (f) claims for damages to the Project itself, and claims for any other costs which any of them may incur arising from failure, neglect, or refusal of Contractor to faithfully perform the Project and other obligations under the Contract Documents. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, whether or not caused in part, by any act or omission of the County, its respective officers, agents, or employees, provided Contractor shall not be required to indemnify the County for the County's own negligence. Contractor shall, at its own cost and expense, defend such claims, actions or proceedings which are subject to this indemnification agreement, whether groundless or not, which may be commenced against the County and Contractor shall pay any and all judgments which may be recovered in any such action, claim, proceeding, or suit, excluding that proportion of any judgment for which the County may be found negligent, and defray any and all expenses including costs and attorney's fees, which may be incurred in or be reason of such action, claim, proceeding or suit. The County and Contractor agree that one percent (1%) of the total compensation to the Contractor for performance of this contract is the specific consideration from the County to the Contractor for Contractor's indemnity agreement.

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Project or the incorporation in the Project of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. Contractor shall indemnify and hold harmless the County, its officers, Commissioners, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement or patent rights or copyrights incident to the use in the performance of the Project or resulting from the incorporation in the Project of any invention, design, process, product or device not specified in the Contract Documents.

3.18 Public Access:

A request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, it shall immediately notify the Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time (§119.0701(3)). If Consultant fails to provide the public records within a reasonable time, Consultant may be subject to penalties under §119.10, F.S.

A. Consultant shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, the Consultant shall (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Consultant does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public

agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology system of the public agency.

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

**Washington County Board of County Commissioners
Aaron Dudley
13331 South BLVD
Chipley, FL 32428
adudley@washingtonfl.com
850.415.5151**

SECTION 4 – CONTENTS OF RFQ:

This section contains instruction regarding the format of the RFQ that are to be submitted.

4.1 Contact for Contract Administration:

Firms shall return the Contact for Contract Administration Form. This shall be the firm's representative from the day-to-day activities of this contract. The signer shall have the authority to bind the firm to the submittal.

4.2 Forms:

It is Mandatory that firms return the Drug Free Workplace Certification Form, Information Sheet, Contact for Contract Administration Form, Unauthorized Aliens Form along with the Public Entity Crime Form and their proposed contract for services.

SECTION 5 – EVALUATION OF PROPOSALS:

The selection process will be initiated through the County’s Review Committee. This Committee will be chosen by the County Administrator’s Office.

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications	40
Experience	25
Technical Approach	20
Price	15

Ranking and negotiations will be conducted with the three best qualified firms by the Review Team. The contract will not be binding on the County until approval by the Board of County Commissioners and execution of a contract for Lobbyist Services by the Chairman of the Board of County Commissioners on behalf of the Board, The Board may at their discretion, chose to interview the top three firms.

SECTION 6 – TERM OF CONTRACT:

The Contract the Lobbyist Services will be for a period of 36 months commencing on the date signed by the Chairman. Commencement of the contract is contingent on the County’s Board of Commissioners approving funds for services to be performed under the contract. The contract may be extended for additional terms, on such terms and conditions as might be negotiated in the last sixty (60) days of the original contract.

The County may terminate this Agreement at any time with or without cause, or with or without prior notice when it is in the interest of the County.

**Information Sheet
For Transactions and Conveyances
Corporate Identification**

The following information will be provided to the Washington County Legal Services for incorporation in legal documents. It is; therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government,

(Please circle one)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created? _____

Name as spelled in that State: _____

What Kind of corporation is it: “For Profit” or “Not for Profit”

Is it in good standing: Yes or No

Authorized to transact business

In Florida: Yes or No

State of Florida Department of State of Certificate of Authority Document No: _____

Does it use a registered fictitious name: Yes or No

Name of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State, Zip _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also, for recorded instruments involving land)

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, the President or Vice-President shall sign Contract. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

SIGNATURE: _____

E-MAIL: _____

PUBLIC ENTITY CRIMES

**Sworn Statement Under Section 287.133(3) (a),
Florida Statutes, on Public Entity Crimes**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

**This sworn statement is submitted to The Board of County Commissioners,
Washington County, 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 individual signing this sworn statement: _____).**

I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to a 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 good 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 misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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(l) (a) Florida Statutes means:

A predecessor or successor of a person convicted of a public 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.

I understand that “person” as defined in Paragraph 287.133(l) (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, 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 relation 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 Administration 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 ONE (#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.

Name of Bidder

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 200__.
Personally known to me ____, or produced the following identification as proof of identity. _____.

My Commission Expires:

Notary Public

Printed Notary Name
Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION
(This form must be completed and attached to proposal)

Identical tie bids: preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace specifying the actions that will be taken against employees for violations of such prohibition.**
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3. Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #1.**
- 4. In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.**
- 5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

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

Company Name

Authorized Signature

Federal I.D. Number or SSN

Printed Name

**WASHINGTON COUNTY, Florida
UNAUTHORIZED ALIENS**

STATE LOBBYING SERVICES

Inasmuch as the employment of unauthorized aliens is prohibited by §448.09, Florida Statutes. The County prohibits contracting with firms that knowingly utilize services of unauthorized aliens in the performance of contracts for goods or services with the County. Additionally, such firms may not knowingly contract with sub-contractors who utilize the services of unauthorized aliens.

By signing below the bidder swears or affirms that:

His/her company does not knowingly utilize the services of unauthorized aliens in the performance of contracts. The company agrees that the County may conduct random checks of personnel records as they pertain to this issue. Violation of this requirement may result in immediate termination of the contract. Additionally, violation of this requirement may result in the company being prohibited from submitting bids/proposals for County contracts for a period of five years. (See Procedure PP-022, WASHINGTON County Purchasing Policies and Procedures Manual.)

Signature

Printed Name

Title

Date

STATE OF FLORIDA;
COUNTY OF _____;

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public
My commission expires _____

[SEAL]

- Personally known
- Produced Identification