

**REQUEST FOR PROPOSAL
FOR
FEDERAL & STATE
LEGISLATIVE LOBBYIST SERVICES**

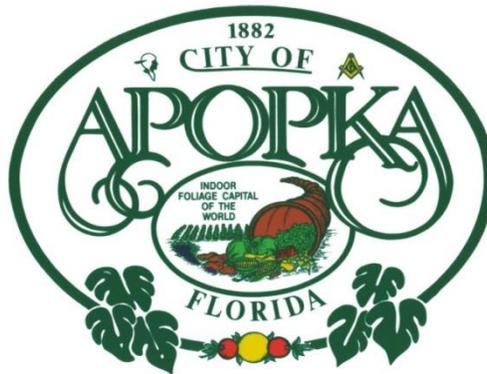
RFP # 2016 - 14

Closing Date:

Closing Time:

Thursday, September 8, 2016

2:00 P.M. EST



**Point of Contact:
R. John Dufresne
Purchasing Manager
City of Apopka
120 E. Main St.
Apopka, FL 32703-5346**

Date Issued: Sunday, August 7th, 2016

I. INTRODUCTION

REQUEST FOR PROPOSAL FOR FEDERAL & STATE LEGISLATIVE LOBBYIST SERVICES FOR THE CITY OF APOPKA, RFP # 2016-14

Description

The City of Apopka, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Federal and State Legislative Lobbyist Services for the City in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). These services shall include, representing and advocating for the City's positions on issues considered by the Governor, administrative agencies, State Legislature and their committees.

For information concerning procedures or technical specifications for responding to this solicitation, contact John Dufresne, Purchasing Manager at (407) 703-1607 or email at jdufresne@apopka.net. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of DemandStar Site).

Contractors please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

Please register at www.DemandStar.com to download the document directly or at the City website at www.apopka.net/businesses

Submittals must be received no later than **Thursday September 8th, 2016 at 2:00 P.M. EST**, and Must be clearly marked on the outside

“RFP #2016-14.”

Issued by the City of Apopka, Florida
R. John Dufresne
Purchasing Manager
City of Apopka
120 E. Main Street
Apopka, Florida 32703

TABLE OF CONTENTS

**Request for Qualifications for Continuing Professional Services,
City of Apopka, RFP #2016 – 14**

- I. GENERAL INFORMATION**
 - A. Purpose.....5
 - B. Scope of Services.....7
 - C. Contract for Services.....12

- II. SUBMITTAL DUE DATE, CONTENT**
 - A. Time and Location.....16
 - B. Submittal Content.....17
 - C. Effect of Submission of Qualifications.....13
 - D. Conditions of Submittals.....14

- III. EVALUATION COMMITTEE AND PROCEDURE FOR REVIEW OF SUBMITTALS**
 - i. Phase I – Competitive Selection – Ranking.....27
 - ii. Phase II –.....27

- IV. QUESTIONS REGARDING SPECIFICATIONS OR SUBMITTAL PROCESS**
 - A. Cone of Silence.....18
 - a) Definition.....18
 - b) Restriction Notice.....18
 - c) Termination of Cone of Silence.....18
 - d) Exemptions to Applicability.....18
 - e) Penalties.....19
 - B. Addendum.....19
 - C. Inquiries.....20

- REQUIREMENTS CHECKLIST.....21**

- RFQ #2016-14 - RESPONDENT’S CERTIFICATION.....22**

- NOTIFICATION TO PROPOSERS.....26**

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES.....27**

- AMERICAN WITH DISABILITIES ACT (ADA) DISABILITY
NONDISCRIMINATION STATEMENT.....30**
- BUSINESS ENTITY AFFIDAVIT (VENDOR/BIDDER DISCLOSURE).....31**

I. GENERAL INFORMATION

RFP# 2016-14

TITLE State of Florida Legislative Lobbyist Services

PART I – INTRODUCTION/INFORMATION

1. PURPOSE

The City of Apopka, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Federal and State of Florida Legislative Lobbyist Services for the City in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The City reserves the right to select one or more firm(s) based upon a firm's expertise.

2. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact John Dufresne, Purchasing Manager at rdufresne@apopka.net. For information concerning technical specifications or questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of DemandStar Site). Contractors please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

3. DISTRIBUTION

The City of Apopka uses DemandStar (www.DemandStar.com) to distribute bids and proposals, in addition to the City's website www.apopka.net/businesses .

4. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Apopka.

5. PRICING/DELIVERY

All pricing shall be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages. If you don't use the City's Cost proposal page to provide your cost information, you may be found non-responsive.

Contractor must quote a firm, fixed annual price for all services stated in the RFP, which includes any travel associated with coming to the City of Apopka.

6. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

7. AWARD

The City reserves the right to award to one or more than one proposer who will best serve the interests of the City, for that product/service that will best serve the needs of the City of Apopka.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

8. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

A. PURPOSE

The City of Apopka desires to contract for Federal and State Legislative Lobbyist Services to provide services as required by the City under a non-exclusive contract mechanism as authorized by Sec. 287.057, Florida Statutes. The qualification and selection of consultants shall be in accordance with Florida Statutes Section 287.057.

Interested consulting firms or individuals must be qualified pursuant to Florida law. The selected consultants must be currently licensed to practice in the State of Florida, as required by law.

B. SCOPE OF SERVICES

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1. BACKGROUND:

The City of Apopka is governed by a five (5) member Commission. The Mayor is elected at-large, as are each of the four (4) Commissioners. All members of the Commission are elected to four (4) year terms. The City operates under a Strong Mayor form of government, with the administrative responsibilities vested with the City Administrator.

The City of Apopka is the second largest city in Orange. The City has approximately 48,000 full time residents.

The City currently contracts for State Legislative Lobbying services. The annual cost includes all costs to the City, including any travel. This fee includes all regular and special legislative sessions, and all ancillary expenses. City Staff is in weekly, often daily, contact during session, with the contractor.

2. GENERAL INFORMATION/OBJECTIVE:

The City of Apopka seeks to retain the services of a legislative consultant(s) for matters in which the City may need professional services before the Florida Legislature, State of Florida administrative agencies, the Florida Governor and Cabinet, et al. Such services shall include attending state legislative committee hearings and meetings, rule-making proceedings or other administrative or legislative agency meetings. The contract services shall include, but not necessarily be limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The selected firm will also represent the city's interest in discussions with members of the U.S. Congress, Congressional staff, federal agencies, and other parties participating in the governance process at the national and regional levels. Such representation includes the giving and collecting of information and presenting the city's viewpoint on matters of interest to the city and its citizens. Legislative and regulatory language affecting the city may be proposed and discussed with potential sponsors. Legislation and regulations proposed by others that have the potential to impact the city will be monitored and periodic reports will be provided to the city to inform officials about the progress and potential for passage of such legislation and regulations. On some occasions, it may be necessary to draft and/or present actual written and oral testimony in support of, or in opposition to, specific actions being contemplated by the Congress or a federal agency. The selected firm will also support staff and elected official visits to Washington, DC by taking such actions as arranging for meetings with elected and appointed federal officials and participating in those meetings, when appropriate. The selected firm is responsible for complying with any and all local, state, and federal regulations that may pertain to this agreement, such as registering as a Lobbyist if required.

The successful Contractor(s) shall agree to be available at all times upon reasonable request to meet with the City Council, City staff, and others as specified in order to perform the responsibilities assigned. To attend meetings, represent the interests of the City, and act as liaison between the City and all branches, departments, and agencies of State and Federal government, at any legislative committee meeting or meetings with the Governor, Cabinet, or Cabinet members, or state/federal agencies on matters under the scope of this Request for Proposal (RFP). It is expected that the successful Contractor will review and understand the Agendas of the House and Senate leaders in order to assist the City to strategically seek monetary funds and policy change.

Although legal opinions are not required as a part of the Contractor(s) responsibilities, the City will expect the Contractor to understand applicable laws and proposals under consideration by the Governor, administrative agencies or the Legislators or their committees, and the Contractor shall be expected to have the ability to interpret legal implications and advise the City accordingly.

The Contractor is also expected to monitor proposals and activities in meetings regarding state and federal administrative and agency hearings, as well as in rule challenges in the Division of Administrative Hearings. This would include a review of the agendas and providing notification to the City as pertinent issues arise. The Contractor would also be expected to report the outcome of such meetings. Contractor should be prepared to lobby committee members prior to and during these meetings, to accomplish the City's desired positions.

There are no pre-set number of City meetings, or meetings of governmental agencies that the Contractor may be expected to attend or with which to interact. This will be mutually determined between the City and the Contractor following award, and/or as determined to be needed during the contract term.

3. PROFESSIONAL SERVICES REQUIRED:

- a. Develop an overall strategy with staff to ensure issues of concern to the City are addressed to the City's satisfaction.
- b. Devise an overall funding strategy in light of shrinking opportunities.
- c. Identify relevant funding opportunities that may arise for which the City may qualify to apply; assist staff in submitting grant requests.
- d. Work with the Florida and Federal delegation (Executive Branch and administrative offices, Senate and House of Representatives) to ensure their understanding and support of projects for which the City is seeking assistance.
- e. Draft letters to the members regarding issues of interest and concern to the City, thank you letters to staff after meetings or letters of appreciation.
- f. Review on a continuing basis existing and proposed State and Federal policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters. Provide legal and legislative expertise and consulting services.
- g. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local governments and lobbying groups for the purpose of identifying issues, which may either positively or negatively affect the City and make recommendations on policy.
- h. Assist the City Council and City staff in the coordination and development of the City's legislative program and appropriation requests.
- i. Monitor state and federal legislative committee meetings, agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City's adopted legislative program are considered, as well as other that may arise that affect the City.
- j. Work with the City Council and staff to develop special or general legislation in keeping with, or supportive of, the City's adopted legislative program.
- k. Develop and implement strategy for the support, opposition, or amendment of pending legislation by tracking bills regularly.
- l. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings and meetings of the City.

m. Appear and testify before agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's legislative program.

n. Upon request by the City, assist the City in coordinating applications and obtaining State permits and grants. The Contractor is not expected to prepare, permit or grant applications.

o. Upon request, coordinate appointments/meetings between the City Council or other City staff, and appropriate officials and legislators.

4. DELIVERABLES

REQUIRED REPORTS may include but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly. A written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that City administrators or elected officials may implement.

A written report that summarizes the status of the City's legislative priorities shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.

Provide periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the City. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

5. RESPONSIBILITIES OF THE CONTRACTOR:

a. The Contractor must be currently registered as a Federal Legislative Lobbyist and with the State of Florida and must maintain this registration for the duration of the Contract and provide annual proof to the City.

b. The Contractor shall perform the scope of services, as contained in the RFP specifications. This list of services shall not be deemed to be all-inclusive, and may be changed from time to time as authorized by the City Council.

c. All correspondence shall be directed through the City Administrator, or designee.

6. RESPONSIBILITIES OF THE CITY:

The City shall designate the City Administrator as the “lead” staff person to coordinate with the Contractor; however, other individuals may be designated by the City Administrator from time to time.

a. The City shall have appropriate staff available as may be required to discuss issues with the Contractor, particularly during the legislative session.

b. The City shall use its best efforts to cooperate with the Contractor in providing the information and documentation necessary in the performance of the Legislative consulting services under this contract.

7. FEE COMPENSATION/EXPENSES:

The proposed fee(s) shall detail be a firm, fixed annual fee, which includes all expenses including travel for the services outlined in the RFP, to be billed monthly.

8. CONFLICT OF INTEREST:

In the event the Contractor becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the Contractor, the Contractor shall **immediately** notify the City Administrator, or designee, in writing, of such conflict. Written notice may be in the form of e-mail notification. **Such conflict is defined as any client represented by the firm.** In the event the City becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the Contractor, the City Administrator, or designee, shall promptly notify the Contractor of such conflict. The City and the Contractor shall attempt to resolve any such conflict in a manner mutually acceptable to the City and the Contractor. If the conflict cannot be resolved to the satisfaction of the City, the City reserves the right to procure these items/services from other vendors with an appropriate reduction to the Contractor’s fee(s).

C. CONTRACT FOR SERVICES

After selection of Consultants by the City, an Agreement will incorporate the major terms and conditions for Consultant's performance. The Agreement shall be in the form of a contract, as approved by the City Attorney for legal form and sufficiency, and shall include, but not be limited to, the following matters:

- (1) The services to be provided by the Consultant pursuant to the Agreement shall be non-exclusive and nothing therein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion.
- (2) The Consultant shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure a contract pursuant to the Invitation to Submit Qualifications. Also, that the Consultant has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of a contract pursuant to this Invitation to Submit Qualifications.
- (3) The Agreement will include provisions for termination for cause by either party and for the convenience of the City.
- (4) The Consultant shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services.
- (5) All work of a specified nature to be performed by Consultant shall be outlined in the Agreement.
- (6) The Agreement will provide for the fees for services, which Consultant shall charge the City and shall be scope specific,

The proposal fee for this contract will be based on an annual rate subject to a not to exceed amount. The rates will be fixed for the duration of the agreement.

(7) Insurance Requirements

The Vendor, shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$ 1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named, additional insured, as well as furnishing the City of Apopka with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these

insurance policies must accompany this signed contract. Said insurance coverages procured by Vendor as required herein shall be considered, and Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Apopka, and that any other insurance, or self-insurance available to the City of Apopka shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Vendor as required herein.

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.25, Florida Statutes.

All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the City. The City requires thirty (30) days written notice of cancellation and fifteen (15) days written notice of non-payment. In the event of any failure by the firm to comply with the provisions, the City may, at its option, on notice to the firm, suspend the project for cause until there is full compliance.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by an applicable federal statute:

Admitted in Florida: Yes
Employer's Liability: \$1,000,000
All States Endorsement Statutory
Voluntary Compensation Statutory

Commercial General Liability Insurance: \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverage:

Premises and Operations and Products/Completed Operations: Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage; Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insured Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$1,000,000 for design errors and omissions, exclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the project is completed.

(8) **Indemnification**

Vendor shall defend, indemnify and hold harmless the City of Apopka and all of the City of Apopka's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Apopka when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Apopka in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Apopka as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

Public Entity Crimes Statement

Responders must comply with Presidential Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin; Title VI of the Civil Rights Act of 1962, the Anti-Kickback Act and the Contract Work Hours Standard Act; the provision of the Vietnam Era Veterans Re-Adjustment Act of 1974; and 23 CFR 635.112(f), provision on Non-Collusion.

- (9) Each consultant shall be required, pursuant to Chapter 278, Florida Statutes, to execute a "Sworn Statement on Public Entity Crimes" prior to the execution of a contract resulting from this request for Qualifications. By executing this sworn statement, the Consultant is affirmatively stating that neither it nor an affiliate (as defined in the statute) has been

convicted of a public entity crime, and that it is not barred from entering into the contract. The Consultant shall further acknowledge that any misstatement or misrepresentation of fact, lack of compliance with the statute, or subsequent conviction of a public entity crime shall result in the contract being null and void and/or subject to immediate termination by the City. In the event of such termination, the City shall not incur any liability for any work or materials furnished by the Consultant.

- (10) Consultants shall invoice the City for each project or assignment, as negotiated. Each invoice shall identify the project or assignment, detail the contract price, payments made to date, percentage of completion of the assignment, project or phase, payment due this invoice, and remaining balance due. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work.
- (11) Consultants shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Consultant and persons employed or utilized by the Consultant in the performance of the Agreement.
- (12) The Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Consultant shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The consultant shall pay all damages and costs awarded against the City in such matter.
- (13) An understanding and agreement, by and between the Consultant and the City, that the completion time will be as specified in approved work authorizations and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.
- (14) The Agreement will provide for the City to designate a Contract Administrator for each project or assignment, who shall be responsible for the project or assignment. The Contract Administrator may prepare a scope of services for each new assignment, upon which the selected firms in that category may be required to submit a proposal for performance of the work of a specified nature which has been outlined in the continuing contract.

- (15) Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided in Section 119.07, F.S.. The Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as an agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from public records law, then the Proposer must specifically identify the material which is claimed to be exempt or confidential and cite the legal authority for the exemption/confidentiality. Otherwise, the City will treat all response materials received as public records.

II. SUBMITTAL DUE DATE CONTENT

A. TIME AND LOCATION

Sealed submittals consisting of five (7) complete printed sets and one electronic set (submitted PDF format) must be received at the City of Apopka's Purchasing Office in City Hall (120 E. Main St.) no later than **2:00 P.M., Thursday, September 8th, 2016.**

Submittals should be addressed as follows:

Mail or Hand delivery:

R. John Dufresne
Purchasing Manager
City of Apopka
120 E Maine St.
Apopka, FL 32703

Submittal envelopes should be clearly marked "RFP #2016-14"

B. SUBMITTAL CONTENT

PART V - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 30 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP. All proposals must be received by the City of Apopka, in the City Clerk's Office, City Hall, 120 E. Main Street, Apopka, FL 32703 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will **NOT** be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (6) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (7) HARD COPIES OF YOUR PROPOSAL. CONTRACTOR SHOULD PROVIDE A P D F COPY OF YOUR PROPOSAL. P D F COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE P D F , THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

THE FOLLOWING ISSUES SHOULD BE FULLY RESPONDED TO IN YOUR PROPOSAL IN CONCISE NARRATIVE FORM. EACH ISSUE SHOULD BE REFERENCED AND PRESENTED IN THE FOLLOWING ORDER:

- A. LETTER OF INTEREST / COVER LETTER** - Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP. Include Proposal Signature Page and Non-Collusion Statement in this section.
- B. PROFESSIONAL LICENSES AND CERTIFICATES /SAMPLE INSURANCE CERTIFICATE** - Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses. Provide documentation of all business/occupational licenses required to perform these services as a part of the RFP response. Also include proof of insurance in this section.
- C. COMPANY PROFILE** - Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide hours of operation; Years in business; State whether the firm is local, regional, or national; Provide addresses and phone numbers for Headquarters and other relevant offices if applicable;
- D. QUALIFICATIONS / EXPERIENCE** -
- D.1 Experience of Proposer and team: Detail experience, qualifications, and past performance of the Proposer and all persons designated for City's lobbying (include resumes, education, professional experience, and training information) and resources. A history of your organization, including a current organization chart (if applicable), and any other appropriate descriptive information, which will be helpful in our evaluation of your qualifications and experience. Include the number of years you have provided state lobbying services.
- D.2 Demonstrate your firms experience and understanding of legal implications of proposed laws and proposals that have been under consideration by Florida administrative bodies, and how you assisted your past clients regarding same.
- D.3 Describe five major successes your firm has had for clients in the past five years.
- D.4 What other Florida Cities and Counties does/has your firm represent(ed), and how many years has your firm represented those firms?
- D.5 Provide any additional information pertinent to your capability, demonstrated past performance; workload and availability to the City.

- E. REPORTS / CORRESPONDENCE** - Discuss how you will report pertinent information back to City staff. Also provide samples (if any) of any reports and other forms of correspondences (letters, notifications, etc.) you will use for such purposes.

- F. REFERENCES** – A list of minimum of three current and former major accounts along with contact persons E-mail address (current), name, address, phone and fax numbers. This list should include accounts that represent company’s experience with entities of similar size and exposures as the City of Apopka. How long ago was your contract awarded for these references? (See Exhibit “A”).

- G. UNDERSTANDING OF REQUIREMENTS** - Discuss your understanding of the City’s legislative, budgetary, and policy needs and your overall approach / strategies to meet those needs.

- H. RELATIONSHIPS, RESOURCES AND CAPABILITIES-** Please describe your existing relationships with State of Florida Local Legislative Delegation and with other key legislators and support staff. Also discuss other resources and capabilities your firm will provide to this contract.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

C. **EFFECT OF SUBMISSION OF QUALIFICATIONS**

- (1) **Incurred Expenses:**
The City is not responsible for any expenses which persons making submittals may incur in preparing and submitting their qualifications or in participating in the RFP solicitation, selection and negotiation process.
- (2) **Acknowledgement:**
By making a submittal, the respondent certifies that they have fully read and understand the solicitation and have full knowledge of the nature of services which may be required and of the requirements of the RFP process and agree to abide by such process and City's decisions made therein.
- (3) **Request for Additional Information:**
The respondent shall furnish such additional information as the City of Apopka may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to, a background investigation.
- (4) **Acceptance/Rejection/Modification:**
The City reserves the right to negotiate modifications to submittals that it deems acceptable, reject any and all submittals, and to waive irregularities in the procedure.
- (5) **Addendum or Amendment to Request for Qualifications:**
If it becomes necessary to revise or amend any part of this Request for Proposal, the Purchasing Manager will endeavor to make available the revision by written Addendum to all prospective respondents who received an original Request for Proposal. Respondents must be diligent to check for any Addendum.
- (6) **Economy of Preparation:**
Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements. **Submittals shall be limited to 30 pages.**
- (7) **Proprietary Information:**
In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Request for Qualifications and the responses are in public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY CLERK LINDA GOFF AT 407.703.1704, lgoff@apopka.net and 120 EAST MAIN STREET, APOPKA, FL 32704-1229.

All proposals received from respondents in response to this Request for Qualifications will become the property of the City 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 City, unless otherwise specified in the Continuing Contract.

(8) Protest, appeals and disputes:

A contract may not be awarded to a respondent, unless prior to award, the proposed award is posted on the city website ten (10) working days prior to the scheduled award by the City Council. Protest must be submitted in writing to the City Administrator no later than five (5) working days prior to the scheduled award by the City Council. Should the matter not be resolved to the satisfaction of the challenger, the appeal shall be heard by the City Council. The City Administrator shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the City Administrator shall be null and void. All costs accruing from a Request for Qualifications or award challenged shall be assumed by the challenger. The decision of the City Council shall be final and conclusive. The City Council's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Orange County in accordance with laws of the State of Florida.

D. CONDITIONS OF SUBMITTALS:

- (1) Late Submittals- Submittals received by the City after the time specified for receipt will not be considered. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of submittals.
- (2) Completeness- All information required by the Request for Qualifications must be supplied to constitute a regular submittal.
- (3) Public Closing- The names of respondents will be publicly read into the record on **September 8th, 2016 at 2:15 p.m.**, in the City Hall Council Chambers.
- (4) Award Presentation- The City Administrator will present to the City Council for approval of the final ranking of respondents making submittal(s), or rejection of all or some categories of submittals, within one hundred and twenty (120) calendar days from the date of opening of submittals.

III. EVALUATION COMMITTEE AND PROCEDURE FOR REVIEW OF SUBMITTALS

- (1) A committee has been established to review and evaluate all qualifications submitted in response to this Request for Proposal (RFP). The Committee shall conduct a preliminary evaluation of all submittals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposal or as reasonably determined by the Committee pursuant to Section 287.055, Florida Statutes. The factors to be considered by the City in making this preliminary finding of qualifications of the respondents are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.
- (2) The Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements will disqualify a submittal.
- (3) The City reserves the right to reject any and all submittals and to waive irregularities in the procedures. The City reserves the right to seek new submittals when such a procedure is reasonably in the best interest of the City to do so.

PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of City of Apopka, budgetary and policy needs and the proposers proposed methods strategies to meet those needs.	10%
Qualification of Firm - Firm's experience in State Lobbyist Services. to include but not be limited to: demonstrated knowledge of legislative affairs, interpretations of legal implications, legislative policy statements, major successes for clients, etc.; Including credentials, certifications, licenses, Insurance; Experience of staff assigned to this contract	30%
References; and proposed reports and other correspondences offered	20%
Relationships, Resources and Capabilities- Existing relationships with State of Florida Local Legislative Delegation and with other key legislators and support staff. Also other resources and capabilities your firm will provide to this contract.	30%
Cost to the City	10%
TOTAL PERCENT AVAILABLE:	100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Administrator for award of a contract.

The City may require visits to customer installations or demonstrations by Contractor's, as part of the evaluation process.

The City of Apopka reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Apopka reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee.

IV. QUESTIONS REGARDING SPECIFICATIONS OR SUBMITTAL PROCESS:

A. CONE OF SILENCE:

- (1) **Definition:** “Cone of Silence,” as used herein, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or bid, between:
 - (a) a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:
 - (b) the City Council members, City’s professional staff including, but not limited to, the City Administrator and his or her staff, any member of the City’s selection or evaluation committee.
- (2) **Restriction Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid.
- (3) **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Council meeting (whether regular, special or Committee of the Whole meeting) at which the City Administrator makes his or her written recommendation to the City Council. However, if the City Council refers the Administrator’s recommendation back to the Administrator or staff for further review, the Cone of Silence shall be re-imposed until such time as the Administrator makes a subsequent written recommendation.
- (4) **Exceptions to Applicability:** The provisions of this section shall not apply to:
 - (a) Oral communications at pre-bid conferences;
 - (b) Oral presentations before selection or evaluation committees;
 - (c) Public presentations made to the City Council members during any duly noticed public meeting;
 - (d) Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or respondent shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
 - (e) Communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

- (f) Communications with the City Attorney and his or her staff;
- (g) Duly noticed site visits to determine the competency of the bidders regarding a particular bid during the time period between the opening of bids and the time the City Administrator makes his or her written recommendation;
- (h) Any emergency procurement of goods or services pursuant to City Code;
- (i) Responses to the City's request for clarification or additional information;
- (j) Contract negotiations during any duly noticed public meeting;
- (k) Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Administrator and his or her staff are in writing or are made at a duly noticed public meeting.
- (l) **Penalties:** Violation of this section by a particular respondent, bidder or proposer shall render any RFP award, RFP award or bid award to said bidder or proposer voidable by the City Council or City Administrator. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

B. ADDENDIUM

It will be the responsibility of the respondent to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the submittal.

C. INQUIRIES

Direct inquiries to:

R. John Dufresne
Purchasing Manager
City of Apopka
120 E. Main St.
Apopka, FL 32704
Telephone: (407) 703-1607

Any and all requests for Additional Information (RAIs) shall be sent to the attention of the above listed person. Deadline for submission of RAIs shall be by the close of business on Monday, August 22nd, 2016. Responses to all RAIs shall be posted on Demand Star no later than close of business on Friday, August 26th, 2016. Phone calls seeking additional information will not be accepted.

[Remainder of page is intentionally left blank]

PART VII - PROPOSAL PAGES –

Cost to the City: Contractor must quote firm, fixed, annual fee, billed monthly, for all services identified in this request for proposal. This firm fixed annual fee includes any costs for travel to the City. No other costs will be accepted. The initial contract term is for three years with an automatic renewal for up to two additional years. Contractor MUST provide pricing on this page or may be deemed non-responsive.

The proposed fee shall detail all costs: i.e. travel, and related incidental out-of-pocket expenses, if applicable. Contractor shall not be reimbursed or otherwise paid for internal word processing, data processing or other services (i.e. local telephone services, copies, mail or postage services) that would reasonably be deemed the Contractor's overhead expense. Contractor will be reimbursed on a monthly basis as a firm fixed annual fee, inclusive of all expenses.

PLEASE FILL-IN THE TOTAL ANNUAL FIRM FIXED FEE BELOW FOR THE (INITIAL CONTRACT PERIOD – (3) YEARS)

\$ _____ /ANNUAL FEE x 3 yrs. = \$ _____

Failure to use the City's COST PROPOSAL page (**PART VII - PROPOSAL PAGES – COST PROPOSAL**), and provide costs as requested in this RFP, may deem your proposal non-responsive.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Apopka, City Hall, City Clerk's Office, 120 E. Main Street, Apopka, FL 32703, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted

_____ (signature) _____ (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____

NO _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

REFERENCES – Exhibit “A”
RFP 2016-14 STATE LEGISLATIVE LOBBYIST SERVICES

BIDDER NAME: _____

Complete the following:

Contact Name: _____ Phone: _____

REFERENCES – A list of current and former major accounts along with contact persons E-mail address (current), name, address, phone and fax numbers. This list should include accounts that represent company’s experience with entities of similar size and exposures as the City of Apopka.

1. Provide three references for which you have performed similar services.

Company
Name: _____
Address: _____
Contact Name: _____ Telephone: _____
E-Mail Address: _____ Fax: _____
When was your contract awarded: _____

Company
Name: _____
Address: _____
Contact Name: _____ Telephone: _____
E-Mail Address: _____ Fax: _____
When was your contract awarded: _____

Company
Name: _____
Address: _____
Contact Name: _____ Telephone: _____
E-Mail Address: _____ Fax: _____
When was your contract awarded: _____

RFP #2016-14 – RESPONDENTS CERTIFICATION

I have carefully examined the Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal. I agree that my submittal will remain firm for a period of at least 120 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal 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.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee, or agent of the City of Apopka or any other respondent is interested in said submittal; and that the undersigned executed this Respondent’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

(____)_____
TELEPHONE NUMBER

(____)_____
FAX NUMBER

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this _____ day
of _____, 2016 by _____ who is
 personally known to me or produced _____ as identification.

NOTARY PUBLIC, State of _____

Print Name: _____

Commission Expires: _____

**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 CITY OF APOPKA, 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:
 1. A predecessor or successor of a person 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 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 **supplies 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 brief, 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, 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.
 - 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

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day _____, 20____.
 Personally known Produced identification _____

Notary Public- State of _____

Printed name

[Seal]

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the CITY OF APOPKA, 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 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 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; 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, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

STATE OF _____

COUNTY OF _____

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

Personally known Produced identification _____

Notary Public- State of _____

Printed Name

[Seal]

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. 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:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____
%		
_____	_____	_____
%		
_____	_____	_____
%		

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 City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant _____
Date

Print Name

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day _____, 20____.
 Personally known Produced identification _____

Notary Public- State of _____ Printed Name

[Seal]