

# **JACKSON COUNTY FLORIDA**

## **REQUEST FOR PROPOSAL**

### **OUTSIDE LEGAL COUNSEL FOR OPIOID LITIGATION**

#### **Solicitation Identification #1718-21**

Proposals Will Be Received Until: **2:00pm CST on June 26, 2018**

Jackson County Board of County Commissioners  
Administration Building  
Office of Purchasing  
2864 Madison Street, Marianna, FL 32448  
**Attention:** Judy Austin, Purchasing Agent

**Board of County Commissioners**  
Eric Hill, Chairman  
Willie Spires, Vice Chairman  
Clint Pate  
Chuck Lockey  
James Peacock

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All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

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#### **Assistance:**

Judy Austin, Purchasing Manager  
JCBOCC Administration Building  
Purchasing Department  
2864 Madison Street  
Marianna, FL 32448  
T: 850-482-9633  
Email: [jaustin@jacksoncountyfl.com](mailto:jaustin@jacksoncountyfl.com)

#### **NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Jackson County and the awardee vendor until such time as the contract is executed by the last party to the transaction.
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#### **SPECIAL ACCOMMODATIONS:**

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 482-9633 at least five (5) working days prior to the solicitation opening.



**JACKSON COUNTY FLORIDA  
REQUEST FOR PROPOSALS  
PROPOSER'S CHECKLIST  
OUTSIDE LEGAL COUNSEL FOR OPIOID LITIGATION  
SPECIFICATION 1718-01**

**HOW TO SUBMIT YOUR PROPOSAL:**

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late proposals will be returned unopened.

**\* Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents**

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:**

- Proposal
  - Technical (as described beginning on page 11)
  - Fee Proposal (as described beginning on page 13)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:**

- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes (form included)
- Drug-Free Workplace Form (form included)
- Information Sheet for Transactions and Conveyances Corporate Identification (form included)

**BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:**

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

**THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:**

- Certificate of Insurance

**HOW TO SUBMIT A NO PROPOSAL:**

- If you do not wish to propose at this time, please remove the solicitation, offer and award form from the proposal solicitation package and enter no proposal in the "**REASON FOR NO PROPOSAL**" block, your company's name, address, signature, and return the solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This Form Is For Your Convenience To Assist In Filling Out Your Proposal Only.

Do Not Return With Your Proposal

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Jackson County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from the General Terms and Conditions (page 19-22) shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. The conditions incorporated herein become a part of the written agreement between the parties.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 2864 Madison Street, Marianna, FL 32448, in a sealed envelope clearly marked:

**Specification Number 1718-21, Outside Legal Counsel for Opioid Litigation, Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **2. CONDUCT OF PARTICIPANTS**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating

with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

## **Definitions**

***Blackout period*** means 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, are received at the Jackson County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts

### **3. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT**

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

### **4. AWARD**

Award shall be made on an "all-or-none total" basis.

### **3. COUNTY INSURANCE REQUIRED**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried

out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Jackson County Board of County Commissioners as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

#### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Jackson County Board of County Commissioners as an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Jackson County as the certificate holder as follows:  
Jackson County  
Attention: Judy Austin  
Purchasing Manager  
2864 Madison Street  
Marianna, FL 32448  
Fax (850) 482-9633
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

#### 4. **INDEMNIFICATION**

Contractor agrees to save harmless, indemnify, and defend County and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such



separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Jackson County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

5. **TERMINATION**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Jackson County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

6. **TERMINATION (PUBLIC RECORDS REQUEST)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

## **PART I SUMMARY**

Jackson County is located in the Panhandle of Florida, 62 miles west of Tallahassee along the I-10 corridor. As of the 2010 census, the population was 49,746; its county seat is Marianna, FL. Eco-tourism is big business in Jackson County, thanks to its abundant natural beauty, miles of spring fed rivers, lakes and ponds, and paddling trails that draw kayak, canoe and paddle board enthusiasts to explore the Chipola River.

Jackson County is committed to preserving the environment while also managing growth responsibly and protecting the quality of life. Housing within the county is reasonable and crime rates are relatively low.

## **PART II GENERAL INFORMATION**

### **2-1 PURPOSE**

The Board of County Commissioners of Jackson County is seeking proposals from qualified law firms relating to the representation of the County in potential litigation against opioid manufacturers and distributors to recover damages incurred by the County arising out of the opioid epidemic. The determination to retain counsel and the scope of any such retainer has not yet been determined.

### **2-2 OBJECTIVE**

The primary objective of this Request for Proposal (RFP) is the potential selection of the most qualified law firm to represent the County in litigation against opioid manufacturers and distributors seeking damages incurred by the County arising out of the opioid epidemic.

### **2-3 REQUIREMENTS**

The firm must be available to meet with and advise County staff and the Board of County Commissioners in Jackson County on a periodic basis. The firm must also be available to appear at meetings of the Board of County Commissioners on a periodic basis.

The firm must possess a demonstrated ability, knowledge and expertise related to complex litigation. The firm should also have sufficient knowledge and experience in all matters relevant to the representation of local governmental entities.

The firm must submit a proposal meeting all requirements of this RFP, and the proposal must be complete and accurate in all respects.

**2-4 ISSUING OFFICER**

The project Director shall be the County Administrator. The liaison officer shall be Michelle Jordan, County Attorney. The contracting agency shall be the Jackson County Board of Commissioners, c/o the Office of Purchasing, 2864 Madison Street, Marianna, FL 32448

**2-5 CONTRACT CONSIDERATION**

The services solicited through this RFP have yet to be fully defined, and the term of any resulting agreement will be subject to negotiation. This solicitation is intended to be non-binding and the County reserves the right to withdraw, cancel, or postpone the solicitation at any time prior to award.

**2-5 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

**2-6 ADDENDA**

Any changes made in the RFP shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

**2-7 SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Issue date of proposals	June 16, 2018
Receipt of proposals	2:00 pm, CST on June 26, 2018
Rank sheets to Committee	June 27, 2018
Negotiations Meeting, if required	To be determined
Board of County Commissioners approval	July 10, 2018

**2-8 PROPOSAL FORMAT AND SIGNATURE**

The proposal shall comply with all provisions in this RFP and consist of one (1) original hard copy and one (1) CD containing the proposal with all copies signed by an official with the authority to bind the company in its proposal.

**2-9 DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record and shall be subject to disclosure in accordance with Chapter 119, Florida Statutes.

**2-10 METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

**PART III INFORMATION REQUIRED FROM CONTRACTORS; ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

**3-1 TECHNICAL PROPOSAL**

All proposals shall include the following information, which shall serve as the basis for the evaluation. Please provide complete and concise responses to all required items.

Tab 1 State the complete name and address of the firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Tab 2 Provide a narrative detailing all potential causes of action, proposed parties to the litigation, and recoverable damages if initiating an action on behalf of the County in the capacity described in this RFP.

Tab 3 Provide a narrative detailing the firm's experience and qualifications to serve as counsel in the capacity described in this RFP.

Tab 4 Provide a narrative description and an organizational chart identifying the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual(s) responsible and accountable for the completion of each component and deliverable of the RFP.

Tab 5 Provide a resume for each partner, principal, associate, attorneys of counsel, or other staff who would be assigned to the project.

Tab 6 Provide a statement certifying that all attorneys who may be assigned to the project are currently licensed and in good standing with the Florida Bar.

Tab 7 Provide references for similar projects your firm has completed.

Tab 8 Describe the general capabilities of your firm to include information relating to the total size and staffing, research capabilities, ability to procure expert witnesses, and available financial resources to provide legal services.

Tab 9 Provide a statement of the firm's local availability and degree of accessibility.

Tab 10 Provide an affirmative statement that the retention of your firm will not result in a conflict of interest with any party. If any potential conflicts are known, please specify the party's name, the nature of the potential conflict and the means proposed to resolve said conflict.

Tab 11 List all governmental entities in Florida with whom your firm has a current contractual relationship and briefly describe the nature of the relationship.

Tab 12 Describe the nature and magnitude of any disciplinary action, administrative proceeding, malpractice claim or other proceeding against any attorney affiliated with your firm, whether pending or any such action, proceeding, or claim occurring within the past five years.

Tab 13 Describe the nature and magnitude of any legal proceeding against your firm in any matter related to the professional operation of the firm, whether pending or any such action, proceeding, or claim occurring within the past five years.

Tab 14 Provide a fee proposal for the services described in this RFP as described below.

### **3-2 FEE PROPOSAL**

Jackson County is anticipating a contingency fee proposal. Provide the anticipated fees to include any additional costs as part of the Proposer's fee proposal. Should there be additional costs include an itemized list of all direct and indirect fees and costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project and profit.

## **PART IV CRITERIA FOR SELECTION**

Background, experience and qualifications of the firm	15%
Technical ability of the firm to perform the proposed legal services	15%
Understanding of the scope of the proposed litigation	15%
Availability/Accessibility for consultation and advice	15%
Firm Interview	20%
Fee Proposal	20%

Proposals shall be reviewed by a selection committee composed of at least three (3) and up to five (5) members to include the County Attorney, or designee, and County Administrator, or designee. Following review of all proposals, the selection committee will determine whether to interview firms as part of the selection process. The committee may select a short list of up to five (5) firms to interview. The selection committee may select up to two (2) qualified firms with whom the committee may negotiate the terms of a proposed contract. The selection committee may then present the two firms along with the proposed contractual terms to the Board of County Commissioners from which the Board may select one firm to serve as counsel.

## **PART V      SCOPE OF WORK**

The Board of County Commissioners of Jackson County is seeking proposals from qualified law firms relating to the representation of the County in litigation against opioid manufacturers and distributors seeking damages incurred by the County as a result of the opioid epidemic. Proposals should include potential causes of action, proposed parties to the litigation, and recoverable damages. The determination to retain counsel and the scope of any such retainer has not yet been determined.

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

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
7. 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
8. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control 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.

PD 17-18.001, Outside Legal Counsel for Opioid Litigation

- c. 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 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.
- d. 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 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 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

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

Personally known \_\_\_\_\_  
OR produced identification \_\_\_\_\_

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

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

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)



### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and 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, any available drug counseling, rehabilitation, 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 or 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 plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug 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 Paragraphs 1 through 5.

**Check one:**

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

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Jackson County Legal Department 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 Certificate of Authority Document  
No.: \_\_\_\_\_

**Does it use a registered fictitious name:**

Yes    or    No

**Names 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)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for Company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

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

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Consultant 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:**

\_\_\_\_\_

END

\_\_\_\_\_

**JACKSON COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**GENERAL**

- A. These documents constitute the complete set of specification requirements and forms. The Proposal including all sheets and attachments must be filled in, executed and submitted in a sealed envelope bearing the RFP number on the outside and mailed or presented to the Purchasing Office on or before the specified time and date. The face envelope shall contain the return address, the date of RFP opening, the RFP number and title.
- B. It is the sole responsibility of the respondent to ensure that his or her response reaches the Purchasing Office on or before the closing date and time. The County of Jackson shall in no way be responsible for delays, caused by any other occurrence. Offers by telephone, telegram or facsimile shall not be accepted unless otherwise specified.
- C. All responses must be typewritten or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm.
- D. Respondents shall not be allowed to modify their packets after the opening time and date. RFP files may be examined during normal working hours, after the opening, by appointment only.
- E. The RFP packets will be publicly opened by the Purchasing Department of the Board of County Commissioners of Jackson County,. This will take place at 2864 Madison Street, Marianna, Florida 32448 on the date and time indicated in RFP packet.

ALL RESPONDENTS OR THEIR REPRESENTATIVES ARE INVITED TO BE PRESENT

For information concerning this project, please contact:

Judy Austin, Purchasing Agent  
COUNTY OF JACKSON  
PURCHASING DEPARTMENT  
COUNTY ADMINISTRATION BUILDING  
2864 MADISON STREET  
MARIANNA, FLORIDA 32448  
VOICE—850-718-0005 FAX 850-482-9682

**LEGAL REQUIREMENTS**

Respondents are required to comply with all provisions of Federal, State and County laws and Ordinances, rules and regulations, that are applicable to the items being requested. Lack of knowledge by the respondent shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

**PUBLIC ENTITY CRIMES**

Any person submitting a proposal in response to this invitation must execute the enclosed SWORN STATEMENT UNDER SECTION 287.133 (A), FLORIDA

STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s) in the space(s) provided, and enclose it with the proposal.

No award will be executed with any person affiliate identified on the Department of General Services "Convicted Vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and

purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (2) (currently \$10,000.00) with any person or affiliate on the "Convicted Vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f) Florida Statutes.

#### **DRUG FREE WORKPLACE PROGRAMS**

Preference shall be given to business with Drug-Free Work Place programs, whenever two or more packets which are equal with respect to quality, and service are received by the County of Jackson for the procurement of commodities or contractual services.

#### **PROCUREMENT REGULATIONS**

This request is governed by the Jackson County procurement Regulations. A copy of the Procurement Regulations is available for your review at the County Purchasing Office.

#### **PROTESTS OR DISPUTES**

Any protests or disputes pursuant to this request and/or contract award shall be governed by the procedures noted in the Procurement Regulations.

#### **FEDERAL AND STATE TAX**

**The County of Jackson is exempt from Federal and State Taxes for tangible personal property. The Purchasing Department will supply the successful respondent with an exemption certificate if required. Vendors or contractors doing business with Jackson County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Vendor/Contractor be authorized to use the County Tax Exemption Number in securing such materials.**

#### **ACCEPTANCE/REJECTION**

The County reserves the right to reject the response of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of firms in order to make a determination as to the forgoing. Jackson County reserves the right to waive any irregularities and technicalities and may, at its discretion, request re-advertise this RFP.

### **ALTERNATIVES/APPROVED EQUAL DEVIATIONS**

Unless otherwise specified, the mention of the particular manufacture's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the response. The determination as to whether any alternate product or service is or is not equal shall be made by Jackson County and such determination shall be final and binding upon all responses.

The respondent shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items requested. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful respondent will be held responsible therefore; deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item or items that do not meet County specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the firm will be required to compensate the County for difference in price entailed in going to the next low firm.

### **NO RESPONSE**

Where more than one item is listed, any items not included in the response shall be indicated by a written "NO RESPONSE" beside the item. If no items are represented, a "Statement of NO RESPONSE" should be returned, with the envelope plainly marked "NO RESPONSE" and with the RFP number. Failure to comply will be an indication that the firm does not wish to be considered for future requests.

### **NON-COLLUSION**

Firm certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of service. Any such violation may result in contract cancellation, return of materials or discontinuation of services and possible removal from the vendor list(s).

### **CONFLICT OF INTEREST**

The award is subject to provisions of State Statutes and County Ordinances if any. All respondents must disclose with their response the name of any office, director, or agent who is an employee of Jackson County. Further, all firms must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its branches.

### **UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the County for any terms and conditions not specifically stated in this Invitation.

### **AVAILABILITY OF FUNDS**

The obligations of Jackson County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Jackson County.

### **EEO STATEMENT**

Jackson County is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age and sex.

### **SUBCONTRACTING**

If a vendor subcontracts any portion of a contract for any reason, he must submit the name and address of the subcontractor and the name of the person to be contracted. Jackson County reserves the right to accept or reject any or all responses wherein a subcontractor is named and to make the award to the firm, who, in the opinion of the County, will be in the best interest of and/or most advantageous to the County. Jackson County also reserves the right to reject a response of any firm if the response names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award. Jackson County reserves the right to make the determination as to the foregoing.

### **REQUIREMENTS FOR ALL INFORMATION TECHNOLOGY HARDWARE, SOFTWARE, SERVICES, OR ELECTRONIC EQUIPMENT**

All Electronic equipment shall be **YEAR 2000 COMPLIANT**. Any firm responding to this request shall supply the County with a statement that the electronic equipment being offered is in fact **YEAR 2000 COMPLIANT**.

### **QUESTIONS PERTAINING TO THE PROJECT**

No questions regarding this project will be answered unless said question is in written form. Questions pertaining to the specifications of this project will be delivered to the Purchasing Agent via Fax, Mail or hand delivered. The original question along with the answer will be sent via Fax or Mail to every firm who has returned the Invitation to Participate.

### **NEGOTIATIONS**

Negotiations will be conducted in accordance with Florida State Statute 11.45.