



Request for Proposals

AGENT/BROKER OF RECORD SERVICES FOR PROPERTY, CASUALTY AND RELATED INSURANCES

RFP # 22-001

Deadline for Submissions: 5:00 PM – August 31, 2022

Sealed proposals must be delivered to the Council at:

**Children's Services Council of Martin County
101 S.E. Central Parkway
Stuart, FL 34994**

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SECTION I - Introduction

A. Request for Proposals

Children's Services Council of Martin County ("CSCMC" or "Council") is requesting "Proposals" from licensed Insurance Agent/Brokers (hereafter "Agent/Broker") for the purpose of providing services including but not limited to property, casualty, and related insurances. The Agent/Broker must have a proven track record of successfully providing insurance coverages as outlined in the "Scope of Services" for employers of comparable size and complexity and will work directly with CSCMC staff in administration and delivery of these services. **To be considered, written proposals using the required format provided herein must be delivered in a sealed envelope bearing on the outside: the name of the Proposer, the Proposer's address, the words "Children's Services Council of Martin County RFP #22-001", to the CSC office on or before August 31, 2022 at 5:00 PM at 101 SE Central Parkway, Stuart, FL 34994. Late submissions will not be considered.**

B. Children's Services Council of Martin County

The Children's Services Council of Martin County is an independent special district of local government, authorized by **Florida Statute 125.901 Amended 1989 – Juvenile Welfare Services, and Amended 1990**, but CSCMC took the option to continue to operate under s.125.901 as it existed prior to 10-01-1990 (as footnoted in s. 30, ch. 90-288). CSCMC was then created by Local Ordinance #348 on June 28, 1988.

The purpose of the Children's Services Council of Martin County is to plan, coordinate, fund, and evaluate programs and to address public policy issues relating to children in Martin County.

To implement its mandate, the Council is empowered by local referendum (November 8, 1988) to assess an ad valorem tax up to one-half mill (\$0.50 per \$1,000) of non-exempt property evaluation. On November 4, 2014, the Council was reauthorized by 77% of Martin County voters.

The Council is composed of ten (10) members:

Five (5) ex-officio Council Members (appointed by virtue of their office or position), including:

- Juvenile Court Judge
- Member of Martin County Board of County Commissioners
- Member of Martin County School Board
- Circuit 19 Administrator of the Florida Department of Children and Families or his/her designee
- Superintendent of Martin County Schools

And

- Five (5) Florida Governor's appointees to serve terms of four (4) years each

C. Statement of Purpose

CSCMC is seeking proposals for Agent/Broker of Record Services for Property, Casualty and Related Insurances. The insurance includes, but not limited to, the following insurance coverage on behalf of CSCMC: general liability; human services professional liability and human services abuse and molestation; property/flood; automobile; electronic data processing; crime coverage; workers' compensation; cyber coverage; Public Officials Bond; and Directors and Officers liability and employment practices liability. These insurance policies align with the fiscal year and are effective October 1st through September 30th of each year.

A funding award announcement is anticipated at the September 22, 2022, Council meeting.

D. Prohibition on Lobbying

Applicants are hereby advised that, pursuant to Council By-Laws:

The Children's Services Council of Martin County shall not award funding to an organization, person or entity which has hired a person, whether directly or indirectly, or consented to or acquiesced in the employment of a person, whose principal responsibilities are to lobby a member of the Children Services Council of Martin County on behalf on the organization, person, or entity which seeks funding from the Children's Services Council of Martin County. Subject to the foregoing, an officer, director, official, principal, or bona fide employee of an organization, person or entity seeking funding may engage in lobbying without payment of any compensation or reimbursement of expenses for such lobbying, whether directly or indirectly.

Any Applicant or lobbyist, paid or unpaid, is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any Council Member, the Executive Director, CSCMC staff, or any representative of CSCMC, such as community members serving on one of the procurement rating committees after the issuance of a funding opportunity and until completion of contract award. A proposal from any organization will be disqualified when the Applicant or a lobbyist, paid or unpaid, for the Applicant violates this condition of the procurement process.

E. Conflict of Interest

All Applicants must disclose the name of any officer, director or agency who is also an employee of CSCMC. All Applicants must disclose the name of any CSCMC employee who owns, directly or indirectly, any interest in the Applicants' business or any of its branches. Such disclosure must be submitted as a cover letter included with the Application for Funding, addressed to the CSCMC's Executive Director, no later than the proposal deadline.

F. Bidding Instructions

1. Each Applicant shall submit **one (1) signed original, nine (9) copies and one (1) digital USB Flash Drive (in pdf format) proposal.** They must be submitted in a sealed envelope or package bearing the title "CHILDREN'S SERVICES COUNCIL of MARTIN COUNTY RFP # 22-001" along with the name and address of the Applicant submitting the proposal. Proposals should include a contact name and an e-mail address for correspondence and **shall be submitted no later than 5:00 PM on August 31, 2022**, to Executive Director, 101 SE Central Parkway, Stuart, FL 34994. It is the responsibility of the Applicant to ensure that the proposal arrives on time at the right location. Late proposals will not be considered.

2. Application Timetable

- ◆ Dates Advertised/Available:
August 1, 2022
- ◆ Deadline for Receipt of Proposals (no exceptions)
August 31, 2022, 5:00 PM
- ◆ Council Meeting – Approve and Award Contract(s)
September 22, 2022
- ◆ Contract term
October 1, 2022 – September 30, 2023 with two 1-year renewal options possible

All dates set forth above are subject to change by the Council with notice provided.

G. Public Information

All submitted proposals, and information included therein or attached thereto shall become public record following the CSCMC Council Meeting on or before September 22, 2022, in accordance with Chapter 119, Florida Statutes, unless excluded under RFQ, Section III, 4, Trade Secrets.

H. Right to Reject Proposals and Waive Non-Material Irregularities

CSCMC reserves the right to accept or reject any or all proposals, waive any non-material irregularities and technicalities and make minor modifications and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals. CSCMC reserves the right, before awarding the contract, to require Applicant(s) to submit evidence of qualifications or any other information CSCMC may deem necessary.

I. Limitations on Contacting CSCMC Personnel

The Request for Proposal is issued by Children's Services Council of Martin County. The principal contact person with CSCMC will be Zack Hackley, Director of Finance, or a designated representative. Listed below is contact information.

Zack Hackley - Director of Finance
zhackley@cscmc.org

SECTION II - RFP Instructions

A. Scope of Services

The Children's Services Council Martin County (CSCMC) seeks proposals for Agent/Broker of Record Services for Property, Casualty and Related Insurances for the organization. The insurance coverage includes but not limited to: general liability; human services professional liability and human services abuse and molestation; property/flood; automobile; electronic data processing; crime coverage; workers' compensation; cyber coverage; Public Officials Bond; and Directors and Officers liability and employment practices liability. These insurance policies align with the fiscal year and are effective October 1st through September 30th of each year.

This RFP is being done in conjunction with the review of annual policy renewals for plans beginning October 1, 2022, with the objective of evaluating our current Agent/Broker relationship relative to other interested parties and their ability to provide the outlined "Scope of Services". The objective of this RFP is to review and possibly solicit new or different insurance carriers or coverage. In the event CSCMC determines it is in the best interest to consider other carriers or coverage, Agents/Brokers submitting a proposal must be able and willing to handle these solicitations and negotiations on behalf of CSCMC if selected.

The anticipated duration for the initial Agent/Broker services is for a period of three (3) years. The duration may be reviewed from year to year at CSCMC's sole discretion, and CSCMC may further extend the relationship on an annual basis for up to two (2) additional years. Conversely, CSCMC reserves the right to terminate the relationship at any time should it be determined that the Agent/Broker is not fulfilling the "Scope of Services" as expected. The Agent/Broker relationship is expected to commence immediately following the selection process, to include fulfilling all service requirements for a smooth transition for the policies with effective date of October 1, 2022. The final selection is subject to approval by the Children's Services Council of Martin County.

In order to implement the above insurance, the insurance agent/broker will be expected to:

- Assign experienced staff immediately upon proposal acceptance to assess CSCMC's operational risks and provide recommendation regarding the appropriate types of insurance, the levels of coverage necessary to protect CSCMC from reasonable risks, the levels of deductible for each policy to provide the best balance of risk limitation and lower premium and other factors as the broker shall recommend.
- Based on the insurance coverage selected by CSCMC, organize, develop, present CSCMC insurance coverage requirements to insurance vendors and obtain price quotes from responsible insurers for that coverage. Evaluate quotes and present the package of insurance policy terms, condition, and premiums to CSCMC staff that best reflect the goals and objectives of the Council.
- Represent CSCMC, as directed, in any negotiations with insurers or prospective insurer and other parties regarding insurance matters.
- Act as the liaison and advocate for CSCMC with underwriters and claims staff.
- Review contracts for adequacy and compliance with requested coverage and provide feedback as needed regarding management of risks.
- Issue evidence of enrollment, certificates of insurance, and insurance policies to all insured parties.

- Issue evidence of insurance as required to third parties.
- Answer coverage and program questions from CSCMC and/or its consultants or contractors in a timely manner.
- Be responsible for notifying CSCMC of invoicing of premiums for all outstanding policies to assure that no policy lapses inadvertently.
- Assess insurance company stability, solvency, and service records.
- Meet with CSCMC staff at least annually or as requested to audit existing CSCMC insurance policies to determine adequacy of coverage and limits, appropriate deductible levels, overlap or gaps in coverage, restrictions in coverage, and notify CSCMC of any new developments in the industry or markets generally that affect the Council in any way or that impact the insurance coverage or policies sought by CSCMC.
- Upon request, provide timely, verbal, or written interpretation of coverage.
- Provide copies of all policies included for that year of coverage.
- The primary account representative and other account team members for the insurance broker shall be reasonably available to CSCMC and its staff to address questions related to this account.
- Provide such other services related to the insurance coverage as CSCMC may reasonably request.

B. Submission Criteria

Applicants are encouraged to keep RFP responses concise and relevant to the Scope of Work. In order to maintain comparability and enhance the review process, it is requested that responses be completed and organized in the manner specified in Section IV instructions. Failure to provide complete and/or adequate responses to the following will be grounds for rejecting the Agent/Broker from further consideration. It is required that each proposer shall submit one (1) original, nine (9) copies and one (1) digital USB Flash Drive (*in pdf format*) proposal.

All submittals should include the following:

1. Describe your firm. Include the legal name and address of the main office and branch locations, number of employees, years in business, and designation of legal entity. Indicate whether your firm operates independently or, if your firm is an owned subsidiary or affiliate of a parent company, identify the parent company. Include whether you are a broker-dealer or other type of financial institution. Broker must be licensed for insurance coverage policies described above.
2. Identify the person(s) who will be assigned (and readily available) to this engagement, their specific role(s) and their office location. Include details regarding relevant professional experience and areas of expertise, including: resumes, licenses, certification, etc.
3. Provide two (2) references (preferably of similar size and demographics to CSCMC) that you currently provide Agent/Broker services to. Include in this submittal: organization name, address, contact name and title, phone number, period served, and scope of coverage and carriers.
4. Describe the process your company will use to prepare the bid specifications that will be sent out to prospective counterparties. Summarize the bidding process including your role after the

bids are taken through to closing on the agreements.

5. Provide work samples that demonstrate your ability to meet and exceed expectations as outlined in "Scope of Services" such as examples/explanations of your firm's value-added approaches and services that you feel distinguish you from other Agents/Brokers. You may also include any other supplemental items that you feel should be brought to our attention and given consideration in evaluating your qualifications.
6. Disclose any known existing or prior business relationships (within the last five years) with CSCMC Officials or employees.

C. Evaluation Process and Criteria

The CSCMC Finance Committee will evaluate each type of proposal and make recommendations to the Council, in accordance with established evaluation criteria. The Finance Committee may request a presentation by any or all Applicants to clarify proposed plans and details as part of the review and evaluation process. They may also ask additional questions to clarify the proposal submitted.

Council members will select a successful Applicant and, if contract agreement cannot be reached with the selected Applicant, CSCMC shall negotiate with their next selection(s) until an Agreement is reached. At any time during the negotiations, CSCMC may modify the choice of a selected Applicant if determined to be in the best interest of CSCMC.

CSCMC reserves the right to reject any or all proposals submitted. CSCMC further reserves the right before recommending any award to inspect the facilities, agency, and financial condition or take any other action necessary to determine the ability to perform the work in accordance with specifications, terms, and conditions. The evaluation will be based on the following criteria:

	Description of Service	Points
a.	Demonstrated experience and approach in providing Insurance Agent/Broker Services for the type of insurance being provided.	0-30
b.	Qualifications and experience of the staff that will be directly assigned to handle the account.	0-30
c.	Include any proprietary offerings or value-added services that will further enhance the insurance plans through a combination of cost saving measures, benefit enhancements, specific offerings, etc.	0-30
d.	Experience working with government, special taxing districts and/or non-profit clients and the firm's familiarity with insurance issues similar to those facing CSCMC.	0-10
e.	Maximum Points	100

D. Contract Term:

1. It is the intent of CSCMC to receive proposals for the selection of Agent/Broker of Record Services for Property, Casualty and Related Insurances for three (3) years with two (2) one year renewal options with Council approval.
2. Cancellation of Award/Termination: In the event any of the provisions of the contract are violated by the vendor, the Executive Director, or designee will give written notice to the vendor stating the deficiencies. Unless the deficiencies are corrected within five (5) days, a recommendation will be made to the Council for immediate cancellation. Upon cancellation, CSCMC may pursue any and all legal remedies as provided herein and by law.

CSCMC reserves the right to terminate any contract resulting from this RFP, without cause, with 10 days prior written notice to the other party. If said contract should be terminated without cause, CSCMC will be relieved of all obligations under said contract. CSCMC will only be required to pay to the vendor that amount of the contract scope of work actually performed to the date of termination.

The vendor will have the option to terminate the contract, without cause, upon 15 days prior written notice to the Executive Director. Cancellation of contract by provider may result in removal from bidders/Applicants list for a period of three years.

3. Default: In the event that the awarded Applicant(s) should breach this contract, CSCMC reserves the right to seek remedies in law and/or in equity. Default will result in removal from the bidders/Applicants list for a period of three years.
4. Award of Contract: The Children's Services Council of Martin County Agent/Broker of Record Services for Property, Casualty and Related Insurances contract is expected to be awarded at the Council meeting on September 22, 2022, at 5:10 PM in the CSCMC Conference Room, 101 SE Central Parkway, Stuart, FL 34994. This will be a public meeting pursuant to Florida Sunshine requirements.

E. Appeals Process:

- A. An Applicant may appeal CSCMC funding recommendations by utilizing the following guidelines. Appeals are limited to procedural grounds.
 - a. Any Applicant who is adversely affected by a procedural determination may file a Notice of Appeal, in writing, within seventy-two (72) hours following the receipt of a Notice of Fatal Flaw. The Notice of Appeal shall be in writing and shall state the facts upon which such appeals shall be based and the issue(s) to be decided. All notices shall be directed to the Executive Director at CSCMC, 101 SE Central Parkway, Stuart, FL 34994.
 - b. The Executive Director shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) working days of receipt of the formal written Notice of Appeal.
 - c. If the appeal is not informally resolved, the aggrieved party may file a written request for a formal Appeal Hearing before the CSCMC Council Chair. CSCMC's legal representation may be present to advise the Council Chair regarding hearing procedures and legal issues.

- d. Within five (5) working days from the date of the Appeal Hearing, the Council Chair shall send to the Applicant a final determination consisting of its findings of fact and conclusions as to whether the procedural requirements were complied with by CSCMC. Any determination of the Council Chair shall be final.
- e. If, in the sole determination of CSCMC that a dispute may result in a delay or interruption of services to clients, it reserves the right to contract with a contractor of choice on an interim basis to ensure the delivery of service until the appeal is resolved. The disputed dollar amount will be earmarked until the appeal is resolved. All other funds shall be available for distribution.

B. Bond/Payment

- a. Any Applicant who files a Notice of Appeal shall provide at the time of filing the formal written protest, a cashier's check made payable to CSCMC in an amount equal to one percent (1%) of the proposed value of the proposal submitted, or five thousand dollars (\$5,000), whichever is less. This check shall be subject to the payment of all costs which may be adjudged against the bidder or applicant by the CSCMC Council Chair. In lieu of a cashier's check, an assurity bond may be provided, subject to the same terms and conditions stated above.
- b. If, after completion of the hearing process and CSCMC prevails, CSCMC shall be entitled to recover all costs and charges associated to the appeal, including but not limited to, attorney's fees by the person protesting the decision. If any funds remain from the cashier's check after paying all costs, fees and charges associated to the appeal, any remaining funds shall be returned to the applicant/appellant.

SECTION III - Terms, Conditions and Other Requirements

A. Tax Exemptions

CSCMC is exempt from federal and state taxes for tangible personal property, sales taxes, and intangible taxes. The Executive Director will sign an exemption certificate submitted by the successful Applicant(s). Applicant(s) doing business with CSCMC will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with CSCMC, nor will any Applicant be authorized to use CSCMC's Tax Exemption Number in securing such materials.

B. Legal Requirements

It shall be the responsibility of the Applicant to be knowledgeable of all federal, state, county and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Applicant(s) will in no way be a cause for relief from responsibility.

Applicants(s) doing business with CSCMC are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, gender, sexual orientation, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

C. Agreement

A contract will be negotiated after the award for any work to be performed as a result of this RFP. The RFP, the proposal, and the resulting contract will constitute the complete Agreement between Applicant and CSCMC.

D. Trade Secret and Confidential Materials

If the application includes material which is deemed a trade secret (as defined by Section 812.081, FS) or other confidential material exempt from the provisions of Chapter 119, FS, which the applicant does not wish to become public record, the following statement should be included in the application:

"Trade Secrets as defined by Section 812.081, Florida Statutes, or other confidential materials contained on *applicable* pages of this application shall not be used or disclosed, except for evaluation purposes. However, if a contract is awarded to this offer or as a result in connection with the submission of this program, the Council shall have the right to use or disclose the information designated as trade secrets or confidential to the extent provided in the contract. This restriction does not limit the Council's right to use or disclose the information designated as trade secrets or confidential which is obtained from another source."

Any exemption claimed will be limited to the pertinent data/documents and must be supported by a statutory exemption. Notwithstanding anything to the contrary, nothing contained in the application shall be deemed or interpreted to restrict or prevent the Council from complying with the disclosure requirements of Chapter 119, FS, when material is incorrectly identified as a trade secret or confidential information. By submitting an application, the applicant covenants not to sue the Council and waives any claim against the Council arising under Chapter 119, Florida Statutes or in connection with or as a result of any disclosures by the Council in connection herewith.

SECTION IV - INSTRUCTIONS FOR SUBMISSION

A. SUBMISSION CHECKLIST

1. Table of Contents
2. Letter of Certification
3. Firm Profile
4. Approach and Methodology
5. Experience and References
6. Premium Rate Worksheets
7. Certification Affidavit
8. W-9 IRS Form

1. Table of Contents

Table of Contents: section the material by tabs and by page number.

2. Letter of Certification

This section is a letter of certification on Company letterhead signed by the Applicant. The letter should state that the firm can provide the service CSCMC requires, that specific attachments have been included, that the required additional documentation will be forwarded within 24 hours if selected, and that it is understood that all information included in the response shall become public record. See the example of the Letter of Certification Exhibit A of this RFP.

3. Firm Profile

Outline the structure of agency, address, length of time in business, applicable licensure requirements, number of employees, etc.

4. Approach and Methodology

Discuss how you will accomplish the Scope of Services outlined in Section II – RFP Instructions. At a minimum, include an explanation of the responsibilities as outlined below:

- a. Provide resumes and descriptions of the staff assigned to this engagement.
- b. Discuss the approach used:
 - to assess CSCMC's insurance needs;
 - to obtain the best solution/products within budget;
 - to communicate insurance options to staff and, if necessary, the Council;
 - to provide oversight for the various insurance products such as applications, invoices, renewals, etc.
- c. Describe any value-added services that will be available through this contract.
- d. Describe available trainings and applicable fees related to insurance so that CSCMC staff may stay abreast of changing legislation and requirements.
- e. Discuss overall communication methods used in presenting various options/plans to CSCMC staff.

5. Relevant Experience and References

List two relevant references and their contact information.

6. Premium Rate Worksheets

Provide the cost for current policies and coverages as provided in Attachment 1. May give additional separate cost-saving alternatives if desired.

7. Certification Affidavit

The Certification Affidavit attests that the organization has made all necessary disclosures and will provide copies of policies within 3 days of being selected. This form needs to be signed with the proposal.

8. W-9 IRS Form

Complete a standard W-9 IRS form to certify the firm's taxpayer identification number.

EXHIBIT A

Example of Letter of Certification

David Heaton, Executive Director
Children's Services Council of Martin County
101 SE Central Parkway
Stuart, Florida 34994

Dear Mr. Heaton:

We have read the Children's Services Council of Martin County Request for Proposal for Agent/Broker of Record Services for Property, Casualty and Related Insurances and fully understand its intent. We certify that we have adequate personnel, equipment, technology, and facilities to fulfill the requirements. We understand that our ability to meet the criteria and provide the required services may be judged by the Finance Committee with final approval from the Council.

We have attached the proposal for Agent/Broker of Record Services for Property, Casualty and Related Insurances.

I, the undersigned Applicant have not divulged, discussed, or compared this proposal with any other Applicants and have not colluded with any other Applicant in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

It is understood that all information included in, attached to, or required by this RFP shall become public record upon their delivery to CSCMC as defined in the Public Records Act, Chapter 119, F.S.

Submitted by:

(FIRM)

(AUTHORIZED SIGNATURE)

(DATE)

(TITLE)

(E-MAIL)

(TELEPHONE)

EXHIBIT B
CERTIFICATION AFFIDAVIT

DIRECTIONS: BY ATTESTING TO THIS FORM, THE PROVIDER AGREES TO COMPLY WITH ALL SECTIONS (ONE THROUGH FIVE) ON SWORN AFFIDAVIT. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. APPLICATION ACCURACY

I do hereby certify that all facts, figures, and representations made in the proposal are true and correct. The filing of this proposal has been authorized by the contracting entity and I have been duly authorized to act as the representative of the organization in connection with this proposal. I also agree to follow all Terms, Conditions, and applicable federal and state statutes.

2. PROHIBITION ON LOBBYING

Applicants are hereby advised, and agree to comply with the Council's adopted prohibition on lobbying:

The Children's Services Council of Martin County shall not award funding to an organization, person or entity which has hired a person, whether directly or indirectly, or consented to or acquiesced in the employment of a person, whose principal responsibilities are to lobby a member of the Children Services Council of Martin County on behalf on the organization, person, or entity which seeks funding from the Children's Services Council of Martin County. Subject to the foregoing, an officer, director, official, principal, or bona fide employee of an organization, person or entity seeking funding may engage in lobbying without payment of any compensation or reimbursement of expenses for such lobbying, whether directly or indirectly.

Any Applicant or lobbyist paid or unpaid, for an Applicant is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any Council Member, Executive Director, CSCMC staff, or any representative of CSCMC, such as community members serving on one of the committees after the issuance of a funding opportunity and until completion of contract award. A proposal from any organization will be disqualified when the Applicant or a lobbyist, paid or unpaid, for the Applicant violates this condition of the procurement process.

3. CONFLICT OF INTEREST

Applicants are hereby advised, and agree to comply with the Council's adopted conflict of interest regulations:

All Applicants must disclose the name of any officer, director or agency who is also an employee of the Council. All Applicants must disclose the name of any Council employee who owns, directly or indirectly, any interest in the Applicants' business or any of its branches. Such disclosure must be submitted as a cover letter included with the Application for Funding, addressed to the Council Chair, no later than the proposal deadline.

4. AGENCY CERTIFICATION

I, the undersigned Applicant, hereby attest that the following policies, procedures, regulations, and documentation are in effect and agree to provide copies of the following within three (3) working days of

notification of intent to contract or contract award:

- a. Affirmative Action Policy
- b. Certified Minority Business Enterprise (if applicable)
- c. Small Disadvantaged Business Enterprise Policy (if applicable)
- d. Americans with Disabilities Act Policy
- e. Drug Free Workplace Policy

5. PUBLIC ENTITY CRIME AFFIDAVIT

- a. I understand that a public entity crime as defined in Paragraph 287.1 33(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 entity or with an agency or political subdivision of any other state or with 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 misrepresentation.
- b. I understand that “convicted” or “conviction” as defined in Paragraph 287.1 33(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, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- c. I understand that an “affiliate” as defined in Paragraph 287.1C3(a)(a), Florida Statutes means:
 - o A predecessor or successor of a person convicted of a public entity crime; or
 - o An entity under the control of any natural person who is active in the management of the entity and who has been convicted of public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment of 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.
- d. I understand that a “person” as defined in Paragraph 287.1330 (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 bids 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.
- e. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).
 - o Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management

of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)
- There has been proceeding concerning the conviction before a hearing officer of the state of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).

ORGANIZATION'S NAME AND ADDRESS:

NOTE: AS EVIDENCED BY MY SIGNATURE BELOW, I UNDERSTAND AND WILL COMPLY WITH ALL TERMS AND CONDITIONS STATED HEREIN:

Type Authorized Official's Name

Authorized Official's Title

Authorized Official's Signature

Date

FEDERAL EMPLOYER IDENTIFICATION NUMBER _____

FOR NOTARY PUBLIC (OFFICIAL USE ONLY)

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her
_____ (name of individual signing) signature in the space
provided above on the _____ day of _____, 20____.

_____ NOTARY PUBLIC

My commission expires: