



RFP ADM21-2:  
TOWN ATTORNEY SOLICITATION

**ISSUED JULY 30, 2021**

Due August 30, 2021



# Attorney Scope of Services

The Town of Belleair is seeking a firm with the highest degree of professionalism and ethics to serve as a trusted advisor to the Town's elected officials and staff. The selected firm will have outstanding communications skills and work closely with the Commissioners and staff, keeping everyone fully informed while listening carefully and responding to their needs. The ideal candidate firm will be one that has demonstrated it solves problems and is proactive in minimizing the Town's legal exposure.

The Town Attorney will be currently licensed to practice law in Florida and be a member in good standing of the Florida Bar. The Firm will be knowledgeable and experienced in municipal and other law including:

- Administrative matters and proceedings;
  - Code enforcement;
  - Municipal finance;
  - Contract law;
  - Drafting and reviewing ordinances and resolutions;
  - Ethics laws;
  - Constitutional law;
  - Applicable federal and state laws;
  - Land use and zoning;
  - The Bert Harris Act;
  - Litigation in state and federal courts;
  - Municipal leases and agreements;
  - Public records and Sunshine Law matters;
  - Home Rule Issues;
  - Town Charter and Town Code of Ordinances issues.
1. If the Town Attorney is not already, they will be expected to quickly become proficient in all the above with respect to the laws and regulations of the Town of Belleair.
  2. The Town Attorney will attend all regular meetings of the Town Commission and when necessary, select advisory board meetings including the Planning and Zoning Board. It will also attend workshop meetings of the preceding as well as those of Town Committees or other meetings as requested by the Town Commission or the Town Manager. At these meetings, the Firm will provide appropriate legal advice and written opinions as necessary and provide parliamentary guidance concerning the conduct of each of the meetings.
  3. The Town Attorney will not need to maintain an office in Belleair, though workspace will be made available for the attorney.
  4. The Town Attorney will draft and review ordinances, charter amendments, resolutions, contract documents, and correspondence; assist in review and preparation of agenda items for meetings;

provide legal consultation on some Town insurance matters; provide legal advice and, written opinions to the Town Commission and Town Manager upon request on matters related to their official duties; perform all duties and functions imposed by general and special laws upon Town attorneys; prepare or review and approve deeds, and other legal instruments affecting or pertaining to the Town or in which the Town is a party. The Firm will also monitor the performance of any duties assigned to other counsel provided there is no conflict.

5. The Town Attorney will prosecute and defend the Town as to all civil complaints, lawsuits, and controversies in which the Town is a party. Specifically, the Town Attorney is responsible for prosecuting and defending the Town in civil actions when no counsel is provided by liability insurance or when the Town's exposure exceeds its insurance coverage. As directed by the Town Council, the Town Attorney will represent an employee or elected official who is individually named in a suit as a result of the execution of their official duties with the Town, provided that any such representation does not give rise to a prohibited conflict of interest or the appearance of a conflict.
6. As requested, the Town Attorney will provide the Town Council and Town Manager with assistance and legal counsel relating to the acquisition, lease, or sale of real property, and in the review and preparation of deeds, easements, title searches, and various real estate documents.
7. The Town Attorney will review all Solicitations, Invitations to Bid, Requests for Proposals, Requests for Qualifications, procurement documents, and respond to protests or questions in accordance with the law.
8. The Town may assign legal matters to other attorneys or law firms when the Town Commission or Manager deem it to be in the Town's best interest. Generally, these matters will involve conflicts of interest for the Firm or special legal matters requiring a particular legal specialty. The Firm will work cooperatively with other counsel retained by the Town for special projects. The Town Attorney will coordinate with other counsel as necessary, to assure proper management of legal issues, and proper coordination and transition of legal information among counsel.
9. The Town Attorney will perform other legal research and provide legal advice as requested by the Town Council and Town Manager and will stay abreast of new and proposed state and federal legislation affecting the Town.
10. The Town Attorney must comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).
11. The Town Attorney will perform professional duties and functions as may be required by ordinance or resolution of the Town Council.
12. The Town Attorney will provide legal services for such matters not covered by the paragraphs above, but which necessitate legal advice or representation by the Town Attorney, as determined by the Town Council.

13. As part of its duties, the Town Attorney will provide monthly bills and periodic status reports as requested by Town Council and the Town Manager, including a quarterly litigation report.
14. The Town Attorney may not represent members of the Commission or the Town Manager individually for any matters not related to their execution of town business

# Minimum Qualifications and Experience

To be considered a responsible and responsive proposer for the Scope of Work set forth in this solicitation, the Firm must possess the following:

1. The Firm must be licensed to do business in the State of Florida. Submit Sunbiz report with its company registered as active.
2. All the proposed Firm attorneys must be in good standing with the Florida Bar.
3. All the proposed Firm attorneys must be properly registered to practice their profession and licensed to engage in the practice of law in the State of Florida at the time of proposal submission.
4. The ideal Firm and the Primary and Back-up Town Attorney must have Municipal Town Attorney experience and demonstrate the following:
  - a. Immediately preceding the time of appointment, must possess a minimum of five years' experience practicing law in the courts of the State of Florida, of which a minimum of three years consists of practice in the area of municipal government.
  - b. Experience providing legal services to local governments in the areas listed in Part I: Scope of Services.
  - c. Experience coordinating and managing the work of other law firms retained for areas of specialized expertise.
5. Preference is given to candidates who are Board Certified in City, County, and Local Government Law.
6. The Firm must satisfy the General Insurance requirements. In addition, the Town Attorney is required to have Professional Liability (commonly known as errors & omissions) with limits of not less than \$1,000,000 to cover legal obligations arising out of errors, negligent acts, or omissions while carrying out this contract.

# Fees for Services and Records

The respondent may select one of the following three options it intends to use if selected as Belleair's Town Attorney.

**Option 1:** Retainer/Fixed Fee Cap Plus. The Firm will bill a monthly retainer for General Government Services plus hourly fees for litigation, special projects, or both, if not covered by a retainer.

**Option 2:** Hourly Fees for All Work. The Firm will use hourly rates to bill for the legal services the Firm provides to the Town.

**Option 3:** Respondent's Choice. Any billing methodology Respondent wishes to propose.

No matter which of the preceding options the Firm selects, it should provide monthly bills to the Town and maintain auditable records to account for all expenses billed. These records must be kept in accordance with generally accepted accounting principles, and the Town reserves the right to determine record-keeping methods in the event of non-conformity.

# Submittal Requirements

Interested firms will include the following information in their submittal responses to this document. The following format and sequence should be followed to provide consistency in the firms' responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with a minimum font size of 12 points. Undesignated information must be inserted at the rear of each package. Place page numbers at the bottom of every page. Note the maximum submittal length is 50 single-sided pages.

## Section 1: Cover Letter

Maximum two pages outlining why the Town should select your Firm. Identify who will be the point of contact, including their email address. Identify the Primary Attorney and in which office they are presently located.

## Section 2: Qualifications/Experience of the Firm

1. Describe the Firm, the areas of practice, number of attorneys, years in operation, experience in the practice of Florida municipal law, and other background or experience which may be helpful in evaluating the proposal.
2. Identify the specific experience of the Firm in specialized areas, including but not limited to municipal issues such as parliamentary procedure, open meetings, Freedom of Information Act (FOIA), Government in the Sunshine, elected officials, municipal finance, land use, zoning, growth

management, environmental law, inter-local agreements, building code, personnel, and any additional legal areas that will identify the focus of the Firm relevant to this engagement.

3. Identify any Florida Bar certifications
4. Provide a list and description of Firm ownership and principal office location.
5. Provide a list of all judgments or lawsuits against the Firm and each Firm attorney to be assigned to provide services to Belleair, including the nature of each judgment or lawsuit and its resolution.
6. Provide a list of all lobbyist(s) employed by the Firm, and the local agencies, entities, and general areas before which, and in which, they lobby.
7. List any clients currently represented by the Firm that could cause a conflict of interest with responsibilities to the Town of Belleair. Describe how the Firm will resolve these and any future conflicts of interest.
8. List any residential, commercial and/or industrial property developers the Firm has represented in the last five years.
9. List any commercial or multifamily properties the Firm or its principals have an interest in that lie with the Town Limits.

### **Section 3: Qualifications/Experience of Staff Working Directly for the Town of Belleair**

1. Designate the Primary Attorney to be assigned as Belleair Town Attorney and describe the amount of time said Attorney will devote to the Town of Belleair. Also, designate the Primary Back-up Attorney to be assigned and describe when the services of the Primary Back-up Attorney will be used to provide services to the Town of Belleair. For each of these attorneys, provide:
  - a. A biographical sketch of the attorney.
  - b. Indicate that attorney is a member in good standing with the Florida Bar and identify the date of admission.
  - c. If a member is in good standing of other bars, identify the state and date of admission.
  - d. Indicate the attorney's area of practice concentration relative to the area of service required by the Town, including experience in municipal law.
  - e. Please indicate if the attorneys are board-certified in Town, county, and local government law by the Florida Bar. If the individuals are board-certified in other areas of law, please indicate which certifications, they hold.
  - f. Please indicate if the attorneys are rated by a national rating service, which service, and what their ratings are.

- g. Provide a description of each attorney's experience in representing local government entities. That is, identify all current (and for the past five years) municipal, county, or other governmental agencies for which the attorney has provided legal counsel or advice, and the relationship between the Law Firm and each individual attorney, and the identified entity. If the attorney has represented a non-governmental entity not already listed before a municipal government body, please indicate the name of the entity and the nature of the work.

Note: Once designated, the Firm may not change the Primary or Backup Attorney without prior approval of the Town Commission.

#### **Section 4: Location of Firm and Office Hours**

Working from Belleair is not required. The Town will provide office space within Town Hall should the attorney desire to work from Belleair. Provide the address of any other location the Firm will utilize to provide legal services to the Town. If the Firm does not currently have an office within 30 miles of Belleair, please explain how you will establish and maintain a local presence, or provide services remotely.

#### **Section 5: References**

References will be requested from the top-ranked firms, but are not needed at this time.

#### **Section 6: Methodology and Approach to Providing Legal Services to the Town of Belleair**

1. Provide a description of the Firm's approach and the manner in which the Respondent proposes to provide legal services to the Town, including but not limited to, objectives, scope, methodology, after-hours availability, etc. Describe how the Firm and the Primary Town Attorney would structure the working relationship between the Town Attorney's Office, the Town Commission, and the Town Manager's Office.
2. Provide a description of the Firm's approach towards providing proactive legal services, which will minimize claims and litigation, and measures that will be used to stay within an established budget.
3. Provide a description of the Firm's approach to conflict resolution.
4. Describe the Firm's experience with the Florida Code Of Ethics For Public Officers And Employees, and ethics generally.
5. Describe the approach to transition legal services from the current Firm, including legal strategy implications and objectives and financial implications.
6. Currently, the Town of Belleair engages outside counsel in the areas of labor and employment law, pension matters (not pension board representation), and employs a local attorney to serve as

special magistrate. Please describe the Firm's preferred approach in these areas of expertise and any other areas of expertise where the use of special outside counsel is anticipated.

7. Please indicate how the workload of the Town of Belleair will be accommodated and what kind of priority it would be given.

### **Section 7: Fee Proposal**

Identify which of the following options the Firm intends to use in billing the Town of Belleair for services rendered and provide any explanatory information that will be helpful and/or necessary.

Option 1: Retainer/Fixed Fee Cap Plus. The Firm will bill a monthly retainer for General Government Services plus hourly fees for litigation, special projects, or both, if not covered by a retainer. Please quote the monthly fixed retainer fee to be charged for general governmental services and identify the items that are to be covered by the retainer. Also, clearly note any items the Firm would not provide as part of the retainer services and that the Firm will bill on an hourly basis. State separately the applicable rate(s) and for any other cost items proposed to be itemized and billed (e.g., use of paralegals, photocopying, Westlaw, or Lexis fees, etc.).

Option 2: Hourly Rates for All Work. Please specify the hourly rates and costs the firm will charge for providing legal services to the Town. Specify the hourly rate of the person to be designated as Primary Town Attorney and the hourly rate of other attorneys and support personnel (such as paralegals) who will be providing service to the Town. Identify the minimum increment of time billed for each service (e.g., telephone calls, correspondence, and conferences). The Town seeks billing increments of one-tenth of an hour or greater. If there are any services routinely performed at no cost, list those services. If other services are generally provided by the Firm at a standard rate provide that as well (Lobbyists, Consultants, etc)

Option 3: Respondent's Choice. Clearly and thoroughly explain any billing methodology Respondent wishes to propose. Use any combination of retainer and hourly rates that the Respondent chooses to deliver the requested services.

Once the top-ranked firms have been identified, they may be asked to submit examples of billings for one or more similar clients and, if applicable, the methodology to be used for charging the Town on a monthly basis.

### **Section 8: Additional Required Forms**

Applicants must additionally supply:

- Proof of insurance
- A Drug-Free Workplace Certificate
- Acknowledgment form for any future Addenda

# Evaluation Process and Criteria

ADM21-2 will be open for 30 days in accordance with the following schedule:

Date	Event
7/30/2021	RFP opens
8/19/2021	Deadline for applicants to submit questions regarding the RFP (all questions must be submitted via email to <a href="mailto:bids@townofbelleair.net">bids@townofbelleair.net</a> )
8/24/21	Deadline for staff to answer questions regarding the RFP
<b>8/30/2021 at 4:30 pm</b>	<b>RFP solicitation closes</b> (NO EXCEPTIONS OR LATE SUBMITTALS WILL BE ACCEPTED) Submittals will be time stamped
<b>8/31/2021 at 10:00 am</b>	<b>Public meeting for bid opening/reading</b>
To be determined following the bid opening	A third-party reviewer will evaluate and recommend a short-list of applicants to interview with the Town Commission
To be determined following the bid opening	The Town Commission will interview the short-listed applicants at public hearings (in-person interview required)
To be determined following the bid opening	Notice of Award will be posted online
To be determined following the bid opening	Execution of a written legal services agreement
To be determined following the bid opening	Services to begin

Applicants shall submit a minimum of 8 hard copies and 1 electronic copy on a USB drive of all required solicitation documents.

The award shall be made to the responsive and responsible bidder meeting all of the requirements as specified in this solicitation and selected as the best candidate by the sole discretion of the Town of Belleair Commission.

Proposals shall remain firm for a period of 60 days after bid opening.

# Other Terms and Conditions

## Consolidated Submittal Requirements

In order for any proposal to be considered for the award for this project, applicants must complete and/or review all attachments and any future addenda to this RFP. Per this solicitation, all applicants shall submit at least 8 hard copies of all items and 1 electronic format via a USB. A checklist is provided below to assist with the application process. This checklist is a consolidated view of all items discussed in the "Submittal Requirements" section.

- Section 1: Cover Letter
- Section 2: Qualifications/Experience of the Firm
- Section 3: Qualifications/Experience of Staff Working Directly for the Town of Belleair
- Section 4: Location of Firm and Office Hours
- Section 5: References
- Section 6: Methodology and Approach to Providing Legal Services to the Town of Belleair
- Section 7: Fee Proposal
- Section 8: Additional Required Forms
  - Proof of insurance
  - Drug-Free Workplace Certificate
  - Acknowledgment form for any future Addenda

FAILURE TO INCLUDE ANY INFORMATION OR DOCUMENTATION REQUESTED WITHIN THIS SOLICITATION MAY LEAD TO REJECTION OF THE SOLICITATION FOR NON-RESPONSIVENESS. IF YOU ARE UNSURE OF THE REQUIRED INFORMATION OR DOCUMENTATION, ASK THE PROCUREMENT OFFICER. DO NOT MAKE ASSUMPTIONS.

## Submission Requirements

Bidders shall submit hard copy written bids that address each of the requirements specified in this solicitation. Bidders shall provide sufficient information to the Town to make a fully informed decision.

The solicitation package must be clearly marked "Solicitation ADM21-2." and addressed as follows.

### Attention:

Procurement Officer;  
Christine Nicole, Town Clerk  
Town of Belleair  
901 Ponce de Leon Boulevard  
Belleair, FL 33756

ALL RESPONSES MUST CLEARLY IDENTIFY THE BID NUMBER, TITLE AND OPENING DATE  
BIDS TRANSMITTED BY FACSIMILE OR EMAIL WILL NOT BE CONSIDERED.

### **Addenda**

The Town reserves the right to modify this solicitation. All addenda to this solicitation will be in writing with content and the number of pages described to all Bidders. Any addenda or answers to written questions supplied by the Town to participating Bidders shall include an Addenda Acknowledgement Form. This form shall be signed by an authorized representative of the Bidder, dated, and returned with the Bidder's response to this solicitation.

All addenda will be provided to DemandStar, which may be accessed via Town of Belleair's bids web page at [www.townofbelleair.com/bids](http://www.townofbelleair.com/bids). It is the sole responsibility of the Bidder to monitor the website for any addenda issued in reference to this solicitation.

### **Posting of Tabulations**

Bid tabulations will be posted electronically to DemandStar, which can be accessed via Belleair's bids web page at [www.townofbelleair.com/bids](http://www.townofbelleair.com/bids), as a public notice. The selection decisions and Notice of the Recommendation of Contract Award may be viewed and will remain posted for a period of 72 hours.

### **Protest**

Any actual or prospective Bidder or Respondent who is aggrieved in connection with the solicitation of proposals may seek resolution of his/her complaints by contacting the Procurement Officer. The deadline for filing a protest is no later than three (3) business days after the date the Notice of the Recommendation of Contract Award has been publicly posted. Should the matter not be resolved to the satisfaction of the Bidder or Respondent, the appeal shall be heard by the Town Commission. The Procurement Officer shall act as the Town's representative in the issuance and administration of all contracts and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a protest shall be assumed by the challenger. The decision of the Town Commission shall be final and conclusive. The Town Commission'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 Pinellas County in accordance with laws of the State of Florida.

### **Discretion of the Town**

The Town reserves the right to accept any proposal, to reject any or all proposals, to waive any technical errors or omissions, and to request resubmission or clarification from any or all applicants. The Town reserves the right to select any applicant submitting a proposal that meets the requirements of this solicitation and shall have sole discretion to determine which Bid is in the best interests of the Town. Following selection, the successful applicant shall negotiate an agreement with the Town to carry out the terms of its proposal.

## **No Corrections**

Once competitive proposals are submitted, the Town shall not accept any request to correct errors or omissions in any submitted information.

## **Openness of Procurement Process**

Written competitive responses, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this solicitation, shall be handled in compliance with Chapters 119 and 286 of the Florida Statutes. The Town gives no assurance as to the confidentiality of any portion of any response once submitted.

The Bidder understands that upon receipt of the proposal by the Town, the proposal documents become a “public record”, as defined in Chapter 119, Florida Statutes, and those documents are subject to public disclosure in accordance with Chapter 119.

## **Code of Silence, Anti-Lobbying, and Discussions**

A Code of Silence shall be in effect during the solicitation process. The Code of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. The Code of Silence prohibits any communication regarding each bid between a potential vendor, service provider, or lobbyist and the staff of Belleair, including a potential vendor, service provider, bidder, or lobbyist and any one or more of the Town Commission members.

The Code of Silence terminates at the time the Town acts on a contract award; provided, however, that communications are permitted when Belleair receives public comment at the meeting when the recommendation is presented to the Town Commission.

Violation of this policy by a potential vendor, service provider, bidder, or lobbyist may, in the discretion of the Town, may result in rejection of said bidder, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to the said bidder, proposer or respondent voidable.

No negotiations, decisions, or actions shall be initiated or executed by the bidder as a result of any discussions with any town employee prior to the opening of bids. Prior to the opening of bids, bidders are not to divulge bid costs to any town or representative of the town. Further, bids/proposals submitted to the Town will remain unopened until the time for opening bid/proposal at the Town's Administration Department Offices. During this period, any discussion by the bidder with any employee or an authorized representative of the Town involving cost information will result in rejection of said bidder's response.

Only those communications, which are in writing or electronically submitted from the Town's Procurement Officer, may be considered as a duly authorized expression on behalf of the Town. Only

communications from bidders, which are in writing and signed or electronically submitted, will be recognized by the Town as duly authorized expressions on behalf of the bidder.

Per Florida Statute, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the Notice of Award, excluding Saturdays, Sundays, and state holidays, any employee or officer of this agency concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

### **Special Accommodations**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any solicitation documents or the attendance at any related meeting or solicitation opening. If accommodations are needed because of a disability, please contact the Town Clerk at (727) 588-3769 x 312.

### **Mandatory Requirement**

The Town has established certain requirements with respect to bids to be submitted by bidders. The use of "shall", "must" or "will" (except to indicate simple futurity) in this solicitation indicates a requirement or condition from which a material deviation may not be waived by the Town. A deviation is material if, in the town's sole discretion, the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the town. Material deviations cannot be waived. The words "should" or "may" in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a bid.

### **Contractually Mandatory**

A Bidder's response to this solicitation shall be considered as the Bidder's formal offer. The issuance of Purchase Order(s) and/or Contract(s) for the purchase of the commodities and/or services shall constitute the Town's written acceptance of the successful bid and the signed Purchase Order(s) and/or Contract(s) will be forwarded to the successful Bidder.

### **Notice to Contractor**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Town of Belleair does not award publicly funded contracts to those who knowingly employ unauthorized alien workers. The Town shall consider this a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

As required by Section 287.134, Florida Statutes (2000) [Chapter 2000-286, Section 6, Laws of Florida], an entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Furthermore pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the Town of Belleair for goods or services of \$1 million or more.

### **Subcontractors**

The Bidder is fully responsible for all work performed under the contract and/or Direct Order resulting from this solicitation. If applicable, the Bidder may, with the consent of the Town, enter into a written subcontract(s) for the performance of a certain function under the contract and/or purchase order. The subcontractors and the amount of the subcontract shall be identified in Bidder's response to this solicitation. Any subsequent subcontracts entered into by the Bidder after award of contract and/or purchase order resulting from this solicitation shall be approved in writing by the Town Purchasing Officer, listed in section 2.3, prior to the effective date of any subcontract. No subcontract, which the Bidder enters into with respect to performance under the contract and/or purchase order resulting from this solicitation, shall in any way relieve the Bidder of any responsibility for the performance of its duties.

### **Certification of a Drug-Free Workplace**

No person submitting a bid shall be awarded or receive a town contract for public improvement, procurement of goods or services (including professional services), or a town lease, franchise, concession, or management agreement unless such person has submitted a written certification to the town that it will provide a drug-free workplace. The applicant shall complete and submit the Drug-Free Workplace Certification form included in this solicitation.

## **Appropriation Clause**

The Town, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow any continuation of its performance in accordance with the terms and conditions of a contract resulting from this solicitation, for each and every fiscal year following the fiscal year in which the contract shall remain in effect. Upon notice that sufficient funds are not available in subsequent fiscal years, the Town shall thereafter be released of all terms and conditions.

## **Discrimination**

Minority/Womens' Business Enterprises (MBE) (WBE) are encouraged to submit bids. The Town does not discriminate against any Proposer or Respondent because of race, creed, color, national origin, sex, or age in the selection of a successful Proposer or Respondent. Vendors doing business with the Town are prohibited from discriminating against any person because of race, creed, color, national origin, sex, or age with regard, but not limited to the following: employment practices, rates of pay, or other compensation methods and training selections.

## **Compliance with Laws**

Each Bidder or Respondent is responsible for full and complete compliance with all Federal, State, and local laws, rules, and regulations. Failure or inability on the part of the Proposer or Respondent to comply with such laws, rules, and regulations shall not relieve any Proposer or Respondent from its obligations to honor its proposal and to perform completely in accordance with its proposal.

## **Indemnification**

The Proposer or Respondent agrees to indemnify, hold harmless, and save and defend the Town from and against all claims, liens, liability, loss or damage, including, but not limited to, costs, expenses, and attorney's fees whether or not caused by actual or claimed negligence (active or passive) of the Town, its agents or employees, either as the sole or contributing cause for damage to property, wherever situated or owned or leased by the Town or any other person, bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons including, but not limited to; any employees or representatives of any subcontractor, which damage or injuries arising out of or in connection with, directly or indirectly, the performance of duties or the execution of the contract between the Town and any amendments, thereto, by the Proposer or Respondent, his agents or representatives, thereto, by the Proposer or Respondent, his agents, or representatives.

# Drug-Free Workplace Certificate

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace 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, and 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 proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules, and regulations.

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

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Firm's name

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Representative's signature