



TOWN OF LAKE PLACID

REQUEST FOR PROPOSALS

FOR
Professional Real Estate Broker Services

[RFP #2021-07](#)

DUE DATE:
July 22, 2021 1:00 PM

Town of Lake Placid
Attention: Eva Cooper-
Hapeman Town Clerk
1069 US 27 North
Lake Placid, FL
33852

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the TOWN OF LAKE PLACID. If the TOWN OF LAKE PLACID finds it necessary to change any of these dates or times prior to the due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
Issue RFP	June 2021
Last Day for Questions	July 12, 2021
Addendums Posted (If Necessary)	
Submission Deadline	July 22, 2021 1:00 PM
Selection Committee Meeting	
Vendor Presentations (If Necessary)	As needed
Recommendations of Award and Enter into Contract Negotiations	Tentative July 12, 2021 5:30 PM Town Council Meeting

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PART I INTRODUCTION

1.1 Intent

The Town of Lake Placid requests proposals for Professional Real Estate Broker Services to represent the Town in the sale, purchase, and/or lease of property, and other brokerage services as required.

One or more firms may be awarded a basic agreement to provide the necessary services for an initial period of three (3) years. At the option of the parties, this Agreement may be renewed for three (3) additional one (1) year terms.

Authorization for performance of services by the selected firm(s) under the basic agreements shall be in the form of written task assignments signed by the firm, executed and issued by the Town. Each project shall be negotiated at the time of the development of the scope of work. Each task assignment shall describe the services required, state the commencement and completion date of work and establish the amount and method of payment. The task assignment will be issued under and incorporate the terms of a work order or any other similar arrangement agreed upon by the Town and the consulting firm. The Town makes no covenant or promise as to the number of available projects or that the firm will perform any project for the Town during the life of the basic agreement.

1.2 Company Services Required

Proposals are requested from firms to provide real estate services for the Town of Lake Placid on an "as needed" basis. The scope of services to be performed under the resulting contract includes, but is not limited to:

- Market analysis for sale, town properties assigned to the Contractor by the Town
- Negotiate the purchase/sale/lease of all parcels assigned to the Contractor by the Town.
- Obtain executed purchase agreements in accordance to the form and content as directed by the Town.
- Advise the Town, and its staff in matters regarding the purchase, offers, claims, counteroffers, discussions, and issues pertaining to the purchase/sale/lease of the assigned property(ies).
- Attend closings scheduled on purchases/sales by the Town, at the request of the Town.
- Attend meetings and/or public hearings with Town staff, their agents, Town officials, property owners, and other parties involved in the project, at either the request of the Town or as part of the Contractor's work effort.

- Assist the Town with efforts, if needed with obtaining plans, right-of-way maps, title searches, title commitments, owner's title policies, appraisals, acquisition and/or eminent domain use in a project.
- Provide other real property services requested by the Town to plan, implement, negotiate, purchase, sell, lease and acquire the property assigned by the Town.
- Maintain professional courtesy in all contacts with property owners.
- Provide the Town with the original and/or copy of all documents produced by the Contractor as a result of the work assigned, if requested.

1.3 Minimum Requirements

Respondents to this RFP must hold an active Florida Real Estate Broker License and be in good standing with the Florida Real Estate Commission and provide copies of same. The lead broker(s) who will be assigned must each have a minimum of ten (10) years relevant business experience similar to the scope of company services identified in Section 1.2. The respondent must provide evidence of sufficient financial support, equipment, personnel and supplies to perform the required services. Insurance coverage meeting the Town of Lake Placid minimum requirements will be required from awarded firm(s).

1.4 About the Town of Lake Placid

The Town of Lake Placid is a municipality in the State of Florida that serves an area of about 4 square miles with an estimated population of 2,600. The Town provides water, sewer, street & drainage maintenance, recreational parks, planning, zoning and law enforcement services. A five (5) member Town Council which includes a Mayor and Mayor Pro-Term govern the Town.

The Town is having ongoing discussions regarding (3) three town owned properties which have been professionally appraised and the town has decided immediately to proceed with selling the property at 311 West Interlake Boulevard, Lake Placid, Fl. 33852. The selected respondent to this RFP will represent the town on marketing that property. Dispositions of other town properties will be decided at the discretion of Town Council. The appraisals are available upon request.

PART II INFORMATION REQUIRED

2.1 Submittals

Proposals for Professional Real Estate Broker Services must be clear, concise and specific. Formatting and organization are addressed in Part III, Section 3.2, "Format."

Interested proposers should submit any questions to Eva Cooper-Hapeman (lakeplacidinfo@gmail.com) no later than July 22, 2021 1:00 PM .

2.2 Company Information

The respondent shall provide the following information about their firm and any proposed subconsultants:

1. Name of firm and parent company, if any.
2. Nature of firm's principal business.
3. Name, address and telephone number of person to receive notification and to reply to Town inquiries.

2.3 Company Capability

The respondent shall provide evidence of their firm's capability to apply and commit staff and equipment successfully to the project and to complete the required services in a timely manner.

2.4 Insurance and Indemnification

Should the successful firm be invited to negotiate a contract for the work identified in this RFP, it shall have the capability of maintaining insurance and indemnification as follows to cover any claims incurred or arising as a result of the work.

Professional Liability, Automobile Liability, Worker's Compensation, and any other applicable insurance category as determined by the Town in amounts as specified in Part IV, Section 4.7, "Standard Insurance Requirements."

2.5 Experience

The respondent shall provide, rather than a standard resume, only relevant experience and qualifications of each technical person who will be involved on the project, including:

1. Educational background, academic degrees, professional association.
2. Current job title, responsibilities and type of work performed.
3. Experience on projects similar to that requested in this RFP

2.6 Pricing

Pricing should include all services identified within the proposal, as well as component pricing for logical subsets of services that the Contractor customarily prices separately, with any associated discounts listed separately.

2.7 Submission of Proposals

All proposals, upon submission to the Town, shall become Town property. Submit three (3) paper copies and one (1) electronic copy in PDF on CD or USB

(media will not be returned) of your firm’s proposal, clearly labeled “Response to Town of Lake Placid’s RFP #2020-07 for Professional Real Estate Broker Services” on the outside of the envelope.

To be considered, the complete proposal must be received by the Town of Lake Placid at 1069 US 27 North, Lake Placid, FL 33852 no later than July 22, 2021 1:00 PM. The Town assumes no liability for submittals received after that time or which are labeled incorrectly.

PART III EVALUATION

3.1 Evaluative Criteria

- A. Evaluation Committee – Proposals will be evaluated by a Proposal Review Committee.
- B. Evaluation Process – Proposals will be reviewed by the individual committee members against the criteria listed in Appendix A, and then will meet in committee to review their rankings and request ranking guidance from the Chair, if required. At the conclusion of the meeting, the Committee may or may not, short list the top three firms for a 30 to 45 minute virtual presentation from each vendor that would be scheduled; or they may recommend to the Town Council that the Town contract with the highest ranked firm(s) without the aid of separate vendor presentations.

3.1 Proposal Format

- A. Proposals shall be formatted in the following manner:
 - Cover Letter and Table of Contents**
 - Section 1: Required Company Information – Part II
 - 2.2 Company Information
 - 2.3 Company Capability
 - 2.4 Financial and Legal Information, including statement regarding bankruptcy.
 - Section 2: Qualification Documents
 - 2.5 Insurance and Indemnification from Part II
 - Forms 5.1 thru 5.8 from Part V
 - Section 3: Evaluation Criteria
 - This section and subsections should be organized according to the evaluation criteria in Appendix A, Ranking Sheet – Submittal, including 2.6 “Experience” from Part II and Pricing

3.2 Special Considerations

All submittals shall be complete in all material respects and failure to provide a complete submittal may result in rejection of the response.

3.3 Evaluation Criteria – Narrative

Evaluation committee members will evaluate and rank each submittal based on required information provided. Evaluation factors are based on the abilities of the

proposer to efficiently perform the Scope of Services as generally outlined in the Request for Proposals. The Town will be seeking to identify the submittal(s) which will best meet the needs of the Town of Lake Placid as determined from the responses to the Request for Proposals.

During the evaluation process and at the sole discretion of the Town, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the Town in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the Town may have on a proposer's submittal.

Submissions will be evaluated on a total score basis.

Part IV ADDITIONAL TERMS

4.1 Key Company Personnel

In submitting a proposal package, the Respondent is representing that each person listed or referenced in the proposal package shall be available to perform the services described for the TOWN OF LAKE PLACID, barring illness, accident, or other unforeseeable events of a similar nature in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written TOWN OF LAKE PLACID approval. In the event the requested substitute person is not satisfactory to the TOWN OF LAKE PLACID and the matter cannot be resolved to the satisfaction of the TOWN OF LAKE PLACID, the TOWN OF LAKE PLACID reserves the right to cancel the contract for cause.

4.2 Negotiation

The TOWN OF LAKE PLACID reserves the right to negotiate any and all elements of this response.

4.3 Local Government Prompt Payment Act

Payments are on 45 day terms, in accordance with Florida Statue § 218.74, *Procedures for calculation of payment due dates*, such due date being calculated in accordance with § F.S. 218.73, *Timely payment for nonconstruction services* under the Local Government Prompt Payment Act, as amended. Faster payment by the Town shall not abridge Town's rights under the Act.

4.4 Conflict of Interest

If any officer, director, or agent of your organization is also an employee of the Town of Lake Placid, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any Town employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten- percent (10%) stake. You shall complete and have notarized a Conflict of Interest Form (Form A-1) and include it in your proposal package.

If there is a conflict of interest as defined above and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the respondent cannot be considered for award.

4.5 Restricted Discussions

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any TOWN OF LAKE PLACID employee. Only those communications that are in writing from the authorized TOWN OF LAKE PLACID point of contact, Eva Cooper-Hapeman, shall be considered pertinent to this RFP. Only communications from the Respondent that are signed and in writing will be recognized by the TOWN OF LAKE PLACID as duly authorized expressions on behalf of the Respondent.

4.6 Award

The TOWN OF LAKE PLACID reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the TOWN OF LAKE PLACID.

It is understood that the TOWN OF LAKE PLACID is not obligated to make an award under or as a result of this RFP or to award such contract. The TOWN OF LAKE PLACID reserves the right to award such contract, if any, to the best qualified Respondent(s).

The TOWN OF LAKE PLACID has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposal packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the TOWN OF LAKE PLACID's best interests to do so.

4.7 Standard Insurance Requirements

The Company shall maintain, on a primary basis and at its sole expense, at all times while performing work for the Town of Lake Placid, the “Standard Insurance Requirements” described herein. Companies responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the Town of Lake Placid, a COI will be required. Work is defined as any service provided to the Town of Lake Placid by a vendor/Company who must access Town property in order to provide the service(s). The requirements contained herein, as well as the Town’s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Company under this contract.

Commercial General Liability Insurance The Consultant shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, consultants performing program and / or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Worker’s Compensation Insurance & Employers Liability Insurance The Company shall maintain its own Worker’s Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case by case basis).**

Umbrella or Excess Liability Insurance (needed for large contracts) Waived for this project.

Professional or Errors & Omissions Liability Insurance (when applicable) The Consultant shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The Consultant shall endorse the TOWN OF LAKE PLACID as an “Additional Insured” on the Professional and/or Errors & Omissions Liability Insurance.

Additional Insured The Company shall endorse the TOWN OF LAKE PLACID as an Additional Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – TOWNS, Lessees, or Contractors, or CG2026 Additional Insured – TOWNS, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Company shall endorse the TOWN OF LAKE PLACID as an Additional Insured under the Company's Commercial Umbrella/Excess Liability as required herein. (Town Council may consider waiving this section if requested, after the closing date)

Indemnification The Company shall indemnify and hold harmless the TOWN OF LAKE PLACID and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Company. .

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Company shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the TOWN OF LAKE PLACID, the Company shall, when requested by the TOWN OF LAKE PLACID, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Company shall provide a Waiver of Subrogation in favor of the TOWN OF LAKE PLACID for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Company to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Company shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Company enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The TOWN OF LAKE PLACID reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the TOWN OF LAKE PLACID reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the TOWN OF LAKE PLACID shall provide the Company written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the TOWN OF LAKE PLACID, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Company against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance (COI) The Company shall provide the TOWN OF LAKE PLACID with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the TOWN OF LAKE PLACID is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Company agrees to furnish the TOWN OF LAKE PLACID prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the TOWN OF LAKE PLACID, the Company agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The TOWN OF LAKE PLACID shall have the right,-but not the obligation, of prohibiting the Company from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Company agrees the TOWN OF LAKE PLACID reserves the right to withhold payment to the Company until evidence of reinstated or replacement coverage is provided to the TOWN OF LAKE PLACID. If the Company fails to maintain the insurance as set forth herein, the Company agrees the TOWN OF LAKE PLACID shall have the right, but not the obligation, to purchase replacement insurance, and the Company agrees to reimburse any premiums or expenses incurred by the TOWN OF LAKE PLACID.

The Company agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the TOWN OF LAKE PLACID has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – TOWNs, Lessees, or Companies, or CG 2026 Additional Insured – TOWNs, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the TOWN OF LAKE PLACID is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Town of Lake Placid 1069 US 27 North
Lake Placid, FL 33852

The company shall be responsible for all sub-consultants and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the TOWN. At the option of the TOWN, the insurer shall reduce or eliminate such deductible or self-insured retention; or the Company shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The TOWN shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the TOWN of any insurance supplied by the Company, nor a failure to disapprove that insurance, shall relieve the Company of full responsibility of liability, damages and accidents as set forth herein.

4.8 Sovereign Immunity

Any agreement by TOWN to defend, indemnify, and hold COMPANY harmless shall in no way be deemed to be a comprehensive waiver of the TOWN'S sovereign immunity and any deemed waiver of the TOWN'S sovereign immunity under this or any agreement shall be limited to the plain terms thereof. Furthermore, any waiver of TOWN'S sovereign immunity, shall not be broadly construed so as to inure to the benefit of any third party, including, but not limited to, any other person, business or public entity, unless specifically provided for in this agreement.

PART V PROPOSAL DOCUMENTS

PROPOSAL PACKAGE GUIDELINES

To facilitate analysis of its proposal package, the Respondent shall prepare its proposal package in accordance with the instructions outlined in this section and the checklist of items found in Part III. If the Respondent's proposal package deviates from these instructions, such proposal package may, in the TOWN OF LAKE PLACID's sole discretion, be rejected.

THE TOWN OF LAKE PLACID EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT

Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the proposal package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the proposal package.

Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.

Binding and Labeling - All Sections of the proposal package should be bound in a single 1/2" three-ring loose leaf binder or three-hole report binder, with section tabs for evaluation criteria, which shall permit the proposal package to lie flat when opened. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to RFP title, solicitation number, copy number, and the Respondent's name. The same identifying information should be placed on the spine of each binder.

**RFP INSIDE COVER PAGE
ORGANIZATION INFORMATION
(Can be modified to match applicant's package)**

Name of Firm, Entity or Organization:
Federal Employer Identification Number (FEIN): State of Florida License Number (If Applicable): Name of Contact Person: Title: E-Mail Address:
Mailing Address: Street Address (if different): Town, State, Zip: Telephone: _____ Fax: _____
Organizational Structure – Please Check One: Corporation Partnership Proprietorship Joint Venture Other If Corporation: Date of Incorporation: _____ State of Incorporation: _____ States Registered in as Foreign Corporation:
Authorized Signature: Print Name: _ Signature: _ Title: _ Phone: _
<i>This document must be completed and returned with your Submittal.</i>

**FORM 5.1
PROPOSER'S CERTIFICATION**

Submit To: Town of Lake Placid 1069 US 27 Lake Placid, FL 33852 863-699-3747	TOWN OF LAKE PLACID REQUEST FOR QUALIFICATION (RFP) CERTIFICATION	
DUE DATE: July 22, 2021	DUE TIME: 1 PM	RFP #2020-07
TITLE: PROFESSIONAL REAL ESTATE BROKERAGE SERVICES		
VENDOR NAME:		PHONE NUMBER:
VENDOR MAILING ADDRESS:		FAX NUMBER:
TOWN/STATE/ZIP:		E-MAIL ADDRESS:
<p>“I, the undersigned, certify that I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified, including any addenda as noted below. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose.”</p>		
_____	_____	_____
Addendum 1	Addendum 2	Addendum 3
_____	_____	_____
Addendum 4	Addendum 5	
<p>“I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for TOWN OF LAKE PLACID, respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the Town of Lake Placid all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the TOWN. At the Town of Lake Placid discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent.”</p>		
_____ Date	_____ Authorized Agent Name, Title (Print)	_____ Authorized Signature
<p><i>This form must be completed and returned with your Submittal</i></p>		

**FORM 5.2
PROPOSAL FORM FOR TOWN OF LAKE
PLACID**

Name of Firm Submitting Proposal _

Name of Person Submitting Proposal __

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and statement of terms and conditions hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the Town of Lake Placid to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Signature

Date

[] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document and the Statement of Terms and Conditions below must be completed and returned with your Submittal

**FORM 5.3
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Company shall at all times indemnify, defend, and hold harmless the Town of Lake Placid, and their respective officers, agents, servants and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injury (including death) sustained by or alleged to have been sustained by the servants, employees, or agents of the Town of Lake Placid, or of the Company, or anyone directly or indirectly employed by them, from injuries (including death) sustained by or alleged to have been sustained by the public or by any other person or property, real or personal (including property of the Town) to the extent caused by the negligent, willful or wanton acts or omissions of the Company, or anyone directly or indirectly employed by them or any of them while engaged in the performance of the agreement.

The Company shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Company shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the Town representative requesting the service.

By signature upon this form the Company stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Company-Print Name

Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

FORM 5.4
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFP or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFP or 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 work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _

County of: _

Sworn to and subscribed before me this _ _day of _ , 20__

Personally known _ or Produced Identification _
(Specify Type of Identification)

Signature of Notary

My Commission Expires _

(seal)

This document must be completed and returned with your Submittal

FORM 5.5
SWORN STATEMENT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM

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

1. This sworn statement is submitted to Town of Lake

Placid By__

{print individual's name and title}

for_

{print name of entity submitting sworn statement}

whose business address is__

and (if applicable) its Federal Employer Identification Number (FEIN) is _

(If the

entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement:__

__.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - 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 a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - 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 THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

{signature}

{date}

State of

County of _

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _ , who after
first being sworn by me, affixed his/her signature in the space provided above on this _ _day

of _ , 20 _ .

Attest: _

Notary Public

My commission expires: _

(Notary Seal)

This document must be completed and returned with your Submittal

**FORM 5.6
CONFLICT OF INTEREST DISCLOSURE FORM**

I HEREBY CERTIFY that

1. I (*printed name*) _____ am
the
(*title*) _____ and the duly authorized representative of the firm of (*Firm
Name*) _____ whose address is

_____, and that I possess the legal authority to make this affidavit on behalf of
myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or
apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation,
firm, or person submitting a bid proposal for the same services, and is in all respects fair and without
collusion or fraud.

EXCEPTIONS (List)

Signature: _

Printed Name: _

Firm Name: _

Date: _

State of _

County of _

Sworn to and subscribed before me this _ day of _ 2021

Personally Known _

OR Produced Identification _ , Type of Identification _

My Commission Expires _

(Printed, typed or stamped commissioned name of notary)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR
PROPOSAL PACKAGE**

FORM 5.7

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: 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 qualifications/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Qualifications/Bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subconsultant, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Consultant agrees to indemnify and hold harmless the Town of Lake Placid, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Consultant.

PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Town awards the contract, no proposer, lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Town, or any Town

employee other than the _____. Violation of this provision may result in disqualification of violating party.

All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the Town's Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Town's at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the _____ before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Town and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of

the Florida Statutes. All RFP's/Bids submitted in response to this solicitation become the property of the Town. Unless

information submitted is proprietary, copy written, trademarked, or patented, the Town reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Town of Lake Placid is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Town's to vendors is based on the recipient's specific request or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

TOWNSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this

RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors

will become the property of the Town. Reference to literature submitted with a previous RFP/BID will not relieve the

Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all

pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONSULTANT will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and

delivery of their submittals. The _____ will not be responsible for any mislabeled or misdirected

submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable

THE TOWN OF LAKE PLACID, is a political subdivision of the State of Florida, and reserves the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Town. Submittals not meeting stated minimum terms and qualifications may be rejected by the Town as non-responsive. The Town reserves the right to reject any or all submittals without cause.

The Town reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Town, or who has failed to perform faithfully any previous contract with the Town's or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Town's.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____," must appear beneath such signature.

In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to

specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Town's intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Town may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Town shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Town's representative. All work will proceed in a timely manner without delays. The Consultant shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the _____. These packages are

available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable.

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in

complete compliance with the specifications as listed on the RFP/BID FORM. The _____ is to be notified, in

writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not

be binding upon the Town unless evidenced by a Change Notice issued and signed by the _____, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's

items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions

state law.

This document must be completed and returned with your Submittal

which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Town within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Town format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

FORM 5.8
STATEMENT ON PUBLIC RECORDS FORM
SECTION 119.0701(2) FLORIDA STATUTES

Any public or private entity or official and any member of the public shall have access to any books, documents, papers, and records of the TOWN and COMPANY which are directly pertinent to RFP 2021-07 for Professional Real Estate Broker Services (Services) for the purpose of making audit, examination, excerpts, and transcriptions. COMPANY agrees to comply with the Florida Public Records Law.

In addition to other contract requirements provided by law, COMPANY must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service to the TOWN under this agreement;
- B. Upon request from the TOWN'S custodian of public records, provide the TOWN with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law.;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if COMPANY does not transfer the records to the public agency; and
- D. Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of COMPANY upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN.

Failure of the COMPANY to abide by the terms of this provision shall be deemed a material breach of this Agreement and the TOWN may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN CLERK AS CUSTODIAN OF PUBLIC RECORDS AT 863-699-3747.

**APPENDIX A
RANKING SHEET FOR SUBMITTALS**

SUBMITTAL - RANKING SHEET

Name of Person Ranking Firms:						
Firm A:						
Firm B:						
Firm C:						
Firm D:						
Firm E:						
EVALUATION FACTORS (Professional Real Estate Broker Services)	POSSIBLE POINTS	A	B	C	D	E
Ability of proposer to meet or exceed the requirements defined in the RFP If excellent, award.....20 points If above average, award.....15 points If average, award.....10 points If below average, award.....5 points	20					
Experience, Qualifications and References If excellent, award.....20 points If above average, award.....15 points If average, award..... 10 points If below average, award.....5 points	20					
Knowledge of local real estate market If excellent, award.....20 points If above average, award.....15 points If average, award..... 10 points If below average, award..... 5 point	20					
Location: Primary Office located: Within Town of Lake Placid limits, award.....15 points Outside Town limits but within Highlands Co., award.....10 points Outside Highlands County,	15					
Completeness of response to RFP If excellent, award..... 5 points If above average, award..... 4 points If average, award.....3 points If below average, award.....1 point	5					
Fee Schedule If excellent, award.....20 points If above average, award.....15 points If average, award.....10 points If below average, award.....5 points	20					
TOTAL	100					

Signature and date *(this ranking is for RFP #2020-11 Professional Real Estate Broker Services)*